

*"Menominee – Where the best of Michigan begins"*

## MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse  
839 10th Avenue  
Menominee, Michigan 49858-3000*

*Brian R. Bousley - County Administrator  
Sherry Smith - Administrative Assistant  
Telephone: (906) 863-7779 or 863-9648  
Fax: (906) 863-8839*

The Menominee County Board of Commissioners  
will meet on Tuesday, January 24, 2012 @ 5:30 p.m. CST  
at the Menominee County Courthouse, Courtroom B

### AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of the Agenda
- E. Approval of Previous Minutes
  - CB – Re-organizational – Jan. 10, 2012
  - CB – Regular - Jan. 10, 2012
  - CB – Special – Jan. 17, 2012
- F. Public Comment (*Statements, not debate, limited to 5 minutes per person on agenda items only*)
- G. Presentations (*limited to twenty minutes*)
  - Sheriff Marks – K-9 Program
- H. Department Head/Elected Officials Reports (*limited to ten minutes*)
- I. Action Items
  - 1. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve Carol Rye-Lindberg to become a Full Time employee at her current pay rate (\$12.00/hr.) She will be granted any benefits due to all other full time non-bargaining unit employees. She will receive the DMG salary recommendation when complete and approved by the County Board, but will not be awarded any retro pay.
  - 2. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve a budget amendment in the amount of \$16,207.00 for the Electronic Crash Capture & Submission Project Grant for the Sheriff Dept. Account numbers are (revenue) 101-000-544.05 and (expense) 101-301-934.05.
  - 3. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve the Employee Assistance Contract with Concerned Associates in the amount of \$4,318 beginning Feb. 1, 2012 ending Jan. 31, 2013. Quarterly payments in the amount of \$1,079.50 will be disbursed from account number 101-103-801.00.

*James Furlong - Chairperson*

*Bernie Lang*

*Charlie Meintz*

*Mark Jasper*

*Jim Pearson*

4. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to appoint:  
\_\_\_\_\_ to the Building Code Construction Board of Appeals for a 2 year term  
(2/1/2012 – 1/31/2014) *(two vacancies)*  
\_\_\_\_\_ to the Library Board for a 5-year term (2/1/2012 - 1/31/2017) *(one vacancy)*  
\_\_\_\_\_ to the Fair Board for a 3-year term (2/1/2012 - 1/31/2015) *(one vacancy)*  
\_\_\_\_\_ to the Corrections Advisory Board (Business Sector) for a 1 -year term  
(2/1/2012 - 1/31/2013) *(one vacancy)*  
\_\_\_\_\_ to the Park and Recreation Committee for a 3-year term (2/1/2012 -  
1/31/15) *(one vacancy)*

5. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve Resolution 2012-04 ~  
Approval of Final Contractor's Payment for the Menominee County Jail HVAC Project.
6. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve a bid in the amount of \_\_\_\_\_  
from \_\_\_\_\_. Firewood is to be paid for and removed from Kleinke  
Park prior to Feb. 1, 2012.
7. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve the Agreement  
between the Menominee County Board of Commissioners and the Menominee County Clerk,  
Treasurer, Probate Court, Prosecuting Attorney, and 41<sup>st</sup> Judicial Circuit Court and International  
Brotherhood of Teamsters Local 486; Effective January 1, 2012 through December 31, 2014
8. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve the Agreement  
between the Menominee County Board of Commissioners and the Menominee County  
Corrections officers and International Brotherhood of Teamsters Local 486; Effective January 1,  
2012 through December 31, 2014.
9. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve Commissioner per diems and  
expenses as recently submitted for payment.
10. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve Miscellaneous Bills as paid on  
Jan. 5, 2012 in the amount of \$86,370.50.
11. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to place miscellaneous  
boards/committees/commission reports on file in the office of the County Clerk.

J. New Business (discussion only)

1. Personnel Items:
  - a. UP 9-1-1 Authority Board appointment
2. Building and Grounds/Park Items:
  - a. Building Code Department – Additional “closed permit” fee discussion

3. Miscellaneous Items:
  - a. K-9 program
  
4. Finance Items
  - a. Merit Networking Inc. Agreement
  - b. Cost Allocation/DMG – Bid proposal
  - c. Miscellaneous Bills as paid on Jan. 19, 2012 in the amount of \$146,196.78

- K. Misc. Boards/Committees/Commissions Reports
- L. Public Comment (*limited to 5 minutes*)
- M. Commissioner Comment
- N. Any other items members may wish to present
- O. Adjourn

January 10, 2012

UNAPPROVED

Proceedings of the Reorganizational Meeting of the Board of Commissioners in and for the County of Menominee and the State of Michigan were held in Courtroom B, Courthouse, Menominee, Michigan.

Chairman Pro Tem Marc Kleiman called the meeting to order at 5:00 P.M. followed by the Pledge of Allegiance.

A call of the roll indicated that the following Commissioners were present/absent:

Present: Coms. Furlong, Jasper, Lang, Meintz, and Pearson.

Absent: None

Moved by Com. Meintz, seconded by Com. Pearson to approve the agenda. Motion was approved 5-0.

**Public Comment:** None

Moved by Com. Furlong, seconded by Com. Meintz to adopt the Board Rules/By-Laws/Policies/Charters of Standing Committees. Motion was approved 5-0.

Moved by Com. Furlong, seconded by Com. Pearson to adopt the Election Procedures for Chairman and Vice-Chairman. Motion was approved 5-0.

Chairman Pro Tem Marc Kleiman called for nominations for Chairman. Com. Pearson nominated Com. Furlong. Chairman Pro Tem Marc Kleiman called for other nominations—there were none. A roll call vote was conducted for Com. Furlong. Com. Furlong received a majority of the votes for Chairman 5-0.

Com. Furlong then assumed the Chair.

Chairman Furlong called for nominations for Vice Chairman. Com. Lang nominated Com. Pearson. Com. Pearson nominated Com. Meintz. Chairman Furlong called for further nominations for Vice Chairman—there were none. A roll call vote was conducted for Com. Pearson. Com. Pearson received 1 vote (Com. Lang voted yes). A roll call vote was then conducted for Com. Meintz. Com. Meintz received a majority of the votes for Vice Chairman 4-1(Com. Lang voted no).

Chairman Furlong would like to see the County Board Meeting schedule to be as follows: Odd numbered months both meetings will be held at the Courthouse. Even numbered months both meetings will be held out in the Townships. Com. Pearson, Meintz, and Jasper are in favor of this. Com. Lang does not feel that the board should be conducting that many meetings outside of the County Seat.

Moved by Com. Pearson, seconded by Commissioner Jasper to approve the 2012 Board Meeting schedule that was proposed by Com. Furlong with Odd numbered months both meetings will be held at the Courthouse. Even numbered months both meetings will be held out in the Townships. Administrator Bousley will contact the townships for the specific locations of the meetings not held at the Courthouse. Motion was approved 4-1 with Com. Lang voting nay. (Attachment A)

Chairman Furlong stated that he would like to keep all of the same committee assignments that were held in 2011.

Moved by Com. Pearson, seconded by Com. Meintz to approve the committee assignments as presented by Chairman Furlong. Discussion ensued. Com. Meintz asked if he could replace Com. Furlong on the Intergovernmental Relations (MTA) board. Com. Furlong stated he was ok with change. Motion was approved 5-0. (Attachment B)

Moved by Com. Meintz, seconded by Com. Lang to approve Fiscal Resolution 2012-01. (Depository resolution) Motion was approved 5-0. (Attachment C)

Moved by Com. Pearson, seconded by Com. Meintz to approve Fiscal Resolution 2012-02. (Deferred Payment resolution) Discussion ensued. Com. Lang does not agree with the line "Therefore be it resolved: That the Menominee county Board of Commissioners allow the County Treasurer to waive the interest, fee, and penalty to all people who qualify and comply with the said Act." Com Lang feels it should state "Therefore be it resolved: That the Menominee county Board of Commissioners requires the County Treasurer to waive the interest, fee, and penalty to all people who qualify and comply with the said Act." All commissioners agree to this change.

Com. Pearson and Com. Meintz withdrew their previous motion.

Moved by Com. Pearson, seconded by Com. Meintz to approve Fiscal Resolution 2012-02 (Deferred Payment resolution) with the changes proposed by Com. Lang. Motion was approved 5-0. (Attachment D)

Moved by Com. Meintz, seconded by Com. Lang to approve Fiscal Resolution 2012-03. (Investment policy resolution) Motion was approved 5-0. (Attachment E)

**Informational Items:**None

**Public Comment:** None

Moved by Com Meintz, seconded by Com. Pearson to adjourn at 5:23 p.m.  
Motion was approved 5-0.

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James Furlong, Chairman

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Marc Kleiman, County Clerk

## 2012 COMMITTEE ASSIGNMENTS

### Road Commission

Mark Jasper

### E911 Governing Board

Jim Pearson

### Delta-Men. Health Department

Mark Jasper

Bernie Lang

### Airport Commission

James Furlong

Jim Pearson

### Intergovernmental Relations (MTA)

Charlie Meintz

### Planning Commission

Jim Pearson

### Department of Human Services (DHS)

Bernie Lang

### CUPPAD/CAA

Bernie Lang

### Northpointe Behavior Health

Bernie Lang

### UPCAP

Bernie Lang

### UP Resource Conservation & Develop.

Charlie Meintz (Administrator Alt.)

### Men. Business Dev. Corp

County Administrator

James Furlong

### Fair Board

Charlie Meintz

### Personnel Committee

Jim Pearson

### Park & Rec Committee

Mark Jasper

Charlie Meintz

### Finance Committee

Bernie Lang

### Financial Hardship

Mark Jasper

### Executive Committee

James Furlong

Jim Pearson

### Remonumentation

Mark Jasper

Bernie Lang

### Six County Alliance/MI Works!

Bernie Lang

James Furlong

### Local Emergency Planning Comm.

James Furlong (chairman of the board)

### Pinecrest Liaison (no vote)

Charlie Meintz

### Library Liaison (no vote)

James Furlong

### Corrections Advisory Committee (CCAB)

Jim Pearson

### 3 Way Road - Ad Hoc Committee

Jim Pearson

Charlie Meintz

**COUNTY BOARD OF COMMISSIONERS  
COUNTY BOARD MEETINGS**

**2012 SCHEDULE**

**JANUARY**

Re-Organization/COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
January 10, 2012	5:00 PM	COURTROOM B
January 24, 2012	5:30 PM	COURTROOM B

**FEBRUARY**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
February 14, 2012	5:30 PM	Gourley Town Hall
February 28, 2012	5:30 PM	COURTROOM B

**MARCH**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
March 13, 2012	5:30 PM	COURTROOM B
March 27, 2012	5:30 PM	COURTROOM B

**APRIL**

COUNTY BOARD  
COUNTY BOARD - Equalization Session  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
April 10, 2012	5:30 PM	Meyer Town Hall
April 10, 2012	after CB mtg	Meyer Town Hall
April 24, 2012	5:30 PM	Meyer Town Hall

**MAY**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
May 8, 2012	5:30 PM	COURTROOM B
May 22, 2012	5:30 PM	COURTROOM B

**JUNE**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
June 12, 2012	5:30 PM	Nadeau Town Hall
June 26, 2012	5:30 PM	Nadeau Town Hall

**JULY**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
July 10, 2012	5:30 PM	COURTROOM B
July 24, 2012	5:30 PM	COURTROOM B

**AUGUST**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
August 14, 2012	5:30 PM	Stephenson Annex
August 28, 2012	5:30 PM	Stephenson Annex

**SEPTEMBER**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
September 11, 2012	5:30 PM	COURTROOM B
September 25, 2012	5:30 PM	COURTROOM B

**OCTOBER**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
October 9, 2012	5:30 PM	Daggett Town Hall
October 23, 2012	5:30 PM	Daggett Town Hall

**NOVEMBER**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
November 13, 2012	5:30 PM	COURTROOM B
November 27, 2012	5:30 PM	COURTROOM B

**DECEMBER**

COUNTY BOARD  
COUNTY BOARD

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
December 11, 2012	5:30 PM	Mellen Town Hall
December 26, 2012	5:30 PM	Mellen Town Hall

January 10, 2012

UNAPPROVED

Proceedings of a Regular Meeting of the Board of Commissioners in and for the County of Menominee and the State of Michigan were held at the Menominee County Courthouse in Courtroom B, Menominee, Michigan.

Chairman Furlong called the meeting to order at 5:30 P.M. followed by the Pledge of Allegiance.

A call of the roll indicated that the following Commissioners were present/absent:

**Present:** Coms. Furlong, Lang, Jasper, Meintz, Pearson

**Absent:** None

Moved by Com. Meintz supported by Com. Jasper to approve agenda. Motion was approved 5-0.

Motion by Com. Pearson, supported by Com. Meintz to approve the minutes from the December 27, 2011 Regular County Board Meeting. Motion approved 5-0.

**Public Comment:** Bob Desjarlais Invitation to Lake Township Board Meeting

**Presentations:** None

**Department Head/Elected Officials Reports:**

County Treasurer Diane Lesperance handed out the Month End Balance Sheet. She gave an overview of the document.

Moved by Com. Pearson, seconded by Com. Lang to approve a payout in the amount of \$2300.76 for 84 hours of unused vacation time from 2011 for Debra Wormwood, E-911 Director. Motion was approved 4-1, Com. Meintz voted nay.

Moved by Com. Pearson, seconded by Com. Jasper to approve CUPPAD Membership Dues for FY 2012 in the amount of \$9,000. Funds to be disbursed from account # 101-103-802.00 (memberships/subscriptions). Motion was approved 5-0.

Moved by Com. Jasper, seconded by Com. Pearson to approve a re-organization within the Sheriff Dept. to allow 3 people from Corrections to become part of the Supervisory Unit (1 Lieutenant, & 2 Sergeants); and to allow 3 people from Road Patrol to become part of the Supervisory Unit (3 Sergeants). Motion was approved 5-0.

Moved by Com. Jasper, seconded by Com. Meintz to approve Miscellaneous Bills as paid on Dec. 9 & 21, 2011 in the amount of \$159,635.75. Motion was approved 5-0.

Moved by Com. Meintz, seconded by Com. Pearson to place miscellaneous boards/committees/commission reports on file in the office of the County Clerk. Motion was approved 5-0.

### **New Business (discussion only)**

#### **Personnel Items:**

Discussion ensued regarding moving Carol Rye-Lindberg to fulltime status at the Sheriff Department. The rate of pay will be \$12.00 until an employment classification study can be completed. The former company, DMG, is no longer available. Commission Lang stressed the importance of a study. Consensus of the Board is to move this item forward

**Building and Grounds/Park Items:** None

#### **Miscellaneous Items:**

The Electronic Crash Capture & Submission Project Grant was discussed. There is a need to pay for this project up front, to be reimbursed after completion. Undersheriff Mike Holmes informed the Board that the model that they are using on a trial basis is working out well. Consensus of the Board is to move this forward.

#### **Finance Items**

The Employee Assistance Contract with Concerned Associates is up for renewal. Statistics of the use of the program over the past year were handed out. Fifteen percent of the employees actually used the benefit. Com. Furlong agrees with the program but questions cost effectiveness. Com. Jasper asked what the cost per hour would be instead of an annual contract amount. Com. Pearson stated this is valuable to both employee and employer; keeping people working while coping with issues they may have. Com. Furlong asked if there are any other local providers of these services. Referred to County Administrator for further review.

The Merit Networking Inc. Agreement was discussed. A comparison is in progress. Sheriff Marks addressed the Board regarding the usage of circuits, T-1 lines, etc. and what the fiber optic options would provide. It was determined that more information is needed and the County Administrator will have the representative return.

Miscellaneous Bills as paid on January 5, 2012 in the amount of \$86,370.50. Consensus of Board to move forward to next meeting for approval.

Commissioner Per Diems and expenses; Consensus of Board to move forward to next meeting for approval.

Moved by Com. Meintz to go into closed session at 6:25 p.m., for strategy and negotiations of Courthouse, Correction Officers and Road Patrol collective bargaining agreements. (Pursuant to the Open Meetings Act, Act 267 of 1976, 15.268 Section 8 (c)). Motion seconded by Com. Jasper. Motion approved 5-0.

Individuals attending closed session:

Com. Furlong, Com. Jasper, Com. Lang, Com. Meintz, Com. Pearson, County Administrator Brian Bousley, Chief Deputy County Clerk Carol Johnson.

Moved by Com. Meintz, seconded by Com. Pearson to return to open session at 6:40 p.m. Motion approved 5-0.

Moved by Com. Meintz, seconded by Com. Lang to place Courthouse and Corrections contracts on agenda for approval. Motion approved 5-0.

Moved by Com. Pearson, seconded by Com. Jasper to approve the Courthouse Employee Contract. Motion approved 5-0.

Moved by Com. Pearson, seconded by Com. Lang to approve Sheriff Department Corrections Division Employee Contract. Motion approved 5-0.

**Misc. Boards/Committees/Commissions Reports** – Consensus of Board to move forward

**Public Comment:** None

**Commissioner Comment**

Com. Meintz thanked everyone for coming  
Com. Furlong thanked Board for support of Chairmanship  
Asked Board Members to prepare goals for February meeting

Any other items members may wish to present None

Moved by Com. Meintz, seconded by Com. Jasper to adjourn at 6:53 p.m. Motion was approved 5-0.

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James Furlong, Chairman

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Carol Johnson, Deputy County Clerk

January 17, 2012

UNAPPROVED

Proceedings of a Special Meeting of the Board of Commissioners in and for the County of Menominee and the State of Michigan were held at the Menominee County Courthouse, Menominee, Michigan.

Chairman Furlong called the meeting to order at 4:30 P.M. followed by the Pledge of Allegiance.

A call of the roll indicated that the following Commissioners were present/absent:

**Present:** Coms. Furlong, Jasper, Lang, Meintz, Pearson

**Absent:** None

Chairman Furlong called for public comment.

**Public Comment:** None

Moved by Com. Meintz, seconded by Com. Pearson to approve the agenda. Motion was approved 5-0.

Brian Bousley addressed the board that they would not be able to approve the two contracts at this meeting since there had been significant changes to the contract that was presented to the public. The Board then discussed the changes in the Courthouse Union contract. The first change is in the wording of who is covered under the contract. The second change is in the wording of health insurance benefits coverage and the Employer not being held liable to changes. The third change is in regards to which retirement plan new hires will be placed in. The fourth change was in regards to some employees not being placed in the proper pay grade. And the final change was in regards to employees receiving the 4% payment upon termination or voluntarily quitting. It was agreed that they would not receive the 4% if they are terminated, but would receive it if they voluntarily quit.

The Board discussed the changes to the Corrections Union contract. The changes were the same as the Courthouse Union, except for the employee being in the wrong pay grade.

It is the consensus of the board to move both contracts forward to the next meeting for approval with the changes that were presented.

**Public Comment:** None

Moved by Com. Meintz, supported by Com. Jasper to adjourn at 4:52 p.m. Motion was approved 5-0.

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James Furlong, Chairman

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Marc Kleiman, County Clerk

**MENOMINEE COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM**

<b>SUBJECT:</b>	<b>Carol Rye-Lindberg - FT employment</b>
<b>DEPARTMENT:</b>	<b>Sheriff</b>
<b>ATTACHMENTS:</b>	<b>No</b>
<b>SUMMARY:</b>	
<p>The personnel committee met on Dec. 13, 2011 and decided to have a DMG study done for pay purposes of Ms. Carol Rye-Lindberg, upon becoming a full time employee.          Sheriff Dept. would like to make her full time now with her current pay rate of \$12.00/hr. to allow Ms. Rye to get enrolled in the Medical Insurance offered by the County. Then once the DMG comes back, we can adjust her pay from that date on, no retro active pay will be allowed.</p>	
<b>RECOMMENDED MOTION</b>	
<p>To approve Carol Rye-Lindberg to become a Full Time employee at her current pay rate (\$12.00/hr.) She will be granted any benefits due to all other full time non-bargaining unit employees. She will receive the DMG salary recommendation when complete and approved by the County Board, but will not be awarded any retro pay.</p>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

<input type="checkbox"/>	<b>Forwarded to County Board for Approval as Recommended</b>
<input type="checkbox"/>	<b>Reviewed with no motion to carry forward</b>
<input type="checkbox"/>	<b>Continue after additional review/research is obtained</b>
<input type="checkbox"/>	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

<input type="checkbox"/>	<b>Approved</b>
<input type="checkbox"/>	<b>Disapproved</b>
<input type="checkbox"/>	<b>Approved with the following change(s):</b>

# MENOMINEE COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

<b>SUBJECT:</b>	<b>Electronic Crash Capture &amp; Submission Project Grant</b>
<b>DEPARTMENT:</b>	<b>Sheriff Dept.</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
<p>The Sheriff Dept. applied for a grant for the electronic Crash Capture &amp; Submission Project and have been awarded the amount of the project \$16,207.</p> <p>This is a grant that has to be "paid out" before it can be reimbursed. Request permission to create an account for payment of project progress and an account for reimbursement.</p>	
<b>RECOMMENDED MOTION</b>	
<p>To approve a budget amendment in the amount of \$16,207.00 for the Electronic Crash Capture &amp; Submission Project Grant for the Sheriff Dept. Account numbers are (revenue) 101-000-544.05 and (expense) 101-301-934.05.</p>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

MENOMINEE COUNTY  
REQUEST FOR BUDGET AMENDMENT

BUDGET YEAR: 11/2012

Please Increase (Decrease): \$ 16,207.00 By Amount of:

Revenue Account: 101-000-544.05

Expenditure Account: 101-301-934.05

Date of Request: 1/16/2012

Justification: State Grant - Crash Capture

Name of Requesting Dept: Sheriff Dept.

Name of Elected Official/Dept Head: \_\_\_\_\_

Signature of Elected Official/Dept Head: \_\_\_\_\_

Approval by Chief Fiscal Officer: \_\_\_\_\_

Date Posted to General Ledger: \_\_\_\_\_

Posted by: \_\_\_\_\_

# Invoice

**Invoice #:** 20111313  
**Invoice Date:** 12/21/2011  
**Due Date:** 1/20/2012

**Bill To:**  
 Menominee County Sheriff's Department  
 Sgt. Roxanne Drust  
 831 Tenth Avenue  
 Menominee, MI 49858

**iyetek LLC**  
 4664 Campus Dr., Ste 100  
 Kalamazoo, MI 49008

Description	Hours/Qty	Rate	Amount
Unlimited iyeCrash Client Licenses for entire county (Enterprise License)		7,735.00	7,735.00
Admin Portal Software Server License & Data Storage		5,000.00	5,000.00
"Train-the-Trainer" session. (A professional Michigan Law Enforcement Officer will conduct the training to build upon each student's existing knowledge of completing UD-10 forms to achieve increased accuracy. In addition, he will educate officers on how to use technology in a way that enhances officer safety.)		500.00	500.00
County-wide software configuration and implementation		500.00	500.00
1-year maintenance includes critical patches/upgrades. (Subsequent years would be funded through an e-Commerce arrangement of selling crash reports online through iyeTek's site)		2,472.00	2,472.00

EIN # 13-4339635

Phone #	Fax:
1 (888) 9 IYETEK	(248) 786 5349

<b>Total</b>	\$16,207.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$16,207.00



STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE

LANSING

RICK SNYDER  
GOVERNOR

COL. KRISTE KIBBEY ETUI  
DIRECTOR

September 21, 2011

Sergeant Roxanne Drust  
Menominee County Sheriff Department  
831 Tenth Avenue  
Menominee, Michigan 49858

Dear Sergeant Drust:

Subject: Electronic Crash Capture & Submission Project

Thank you for your recent interest in the Electronic Crash Capture & Submission Project. We are pleased to inform you that your proposal has been selected for participation in the project in the amount of \$16,207. This decision was based on the information provided in the letter of interest you previously submitted.

**Any changes in program costs, activities, timelines, or vendors may result in retraction of your proposal.**

The next step is to complete a grant application through the Office of Highway Safety Planning (OHSP) electronic grant process. This grant opportunity expires if an electronic grant application is not submitted to OHSP by Friday, October 21, 2011. Attached you will find a grant shell of the information that should be included in your e-grant application; as well as a tutorial to assist you with the e-grant application system.

Once your grant application has been approved by OHSP, you will be notified via a grant approval letter. **Please note that this is a reimbursement grant. No costs for this project should be incurred by your agency, prior to receipt of the grant approval letter. Any costs incurred prior to the official start-up of your grant, will not be reimbursed.**

If you have any grant related questions, please contact Alicia Sledge, OHSP Traffic Records Program Coordinator at (517) 241-1505 or via email at [sledgea@michigan.gov](mailto:sledgea@michigan.gov).

For all electronic crash technical questions, please contact Ms. Sydney Smith at the Criminal Justice Information Center, Statistical Records Division, at 517-241-1750 or via email at [SmithSydney@michigan.gov](mailto:SmithSydney@michigan.gov).

Thank you for your interest in traffic safety. We look forward to working with you on this project.

Sincerely,

Michael L. Prince, Director  
Office of Highway Safety Planning

cc: Joe Silva, MDTMB  
Michael Ransom, MSP-CJIC  
Alicia Sledge, MSP-OHSP  
Sydney Smith, MSP-CJIC



STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
LANSING

RICK SNYDER  
GOVERNOR

December 12, 2011

COL. KRISTE KIBBEY ETUE  
DIRECTOR

Sgt. Roxanne Drust  
Menominee County Sheriff's Office  
831 10th Avenue  
Menominee, Michigan 49858

Dear Sergeant Drust:

SUBJECT: TR-12-10

The Michigan Office of Highway Safety Planning (OHSP) has approved \$16,207 in federal funds for Highway Safety Project grant number TR-12-10, "Electronic Crash Capture & Submission Grant," for the grant period of December 12, 2011, through September 30, 2012.

**This grant is approved with the following conditions:**

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation conducted by OHSP is **mandatory for all grant project directors**. You will be contacted by OHSP staff to schedule an orientation and on-line report training via telephone.
3. A progress and financial report are due no later than: October 30.
4. Equipment purchases with a value of \$5,000 or more must complete and return an Equipment Records System form (OHS-1) with the electronic financial report. Please contact your grant coordinator for a copy of the form, if applicable.
5. Grantees must comply with the Certifications and Assurances set forth in this grant, please consult the grant application for further details.
6. The grantee agency must adhere to the program costs, activities, timelines, and vendors included in the grant application.
7. Any changes in program costs, activities, or vendors may result in retraction of the grant award.

Please contact your OHSP grant coordinator, Alicia Sledge at (517) 241-1505 if you have any questions regarding your grant. We look forward to working with you during the course of the project.

Sincerely,

Michael L. Prince, Director  
Office of Highway Safety Planning

bsr

Enclosures

cc: Undersheriff Michael Holmes  
Mr. Brian Bousley

# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	<b>Employee Assistance Contract – Concerned Associates</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
<p>Our Contract with Concerned Associates will expire on Jan. 31, 2011. Commissioners are asked to enter into another contract with Concerned Associates in the amount of \$4,318 for one year. (2/1/2012 to 1/31/2013)</p>	
<b>RECOMMENDED MOTION</b>	
<p>to approve the Employee Assistance Contract with Concerned Associates in the amount of \$4,318 beginning Feb. 1, 2012 ending Jan. 31, 2013. Quarterly payments in the amount of \$1,079.50 will be disbursed from account number 101-103-801.00.</p>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

# ***EMPLOYEE ASSISTANCE CONTRACT***

**MENOMINEE COUNTY  
AND  
Gilbert E. Garcia d/b/a CONCERNED ASSOCIATES  
February 1, 2012 to January 31, 2013**

This Agreement would be entered into by and between **MENOMINEE COUNTY**, located at 839 10<sup>th</sup> Avenue, Menominee, Michigan 49858 and **CONCERNED ASSOCIATES (herein referred to as CONCERNED)**, beginning **February 1, 2012**, and ending **January 31, 2013** for the purpose of providing employee assistance services to employees of Menominee County and dependent members of their families. **Menominee County** and **CONCERNED** hereby agree that:

1. **CONCERNED** will provide review of **Menominee County's** existing policies on chemical dependency and other personal problems that affect job performance. Assistance will also be available to **Menominee County** in developing policies and procedures relating to personal problems and the use of the EAP by employees, spouses and dependents. The policies and procedures define the modes of access to the clinical services and the parameters of confidentiality.
2. **CONCERNED** will provide employee orientation sessions for **Menominee County** employees during this contract period. Individuals will receive information on their employee assistance benefit and will be encouraged to utilize this benefit when appropriate.
3. **CONCERNED** will provide assessment, short-term problem resolution (**1-8 sessions**), **PER YEAR**, and referral services to employees, spouses, and dependents of **Menominee County**. The covered employees, spouses, and dependents are collectively referred to as "Covered Persons."
4. The assessment, short-term problem resolution, and referral services to be provided pursuant to this Agreement shall consist of **1-8 sessions**, **PER YEAR**, between a Covered Person who contacts **CONCERNED** and an Employee Assistance Program Counselor. During this time, the counselor shall endeavor to assess the problem, develop an individual treatment plan, and assist the Covered Person in addressing the problem, either through short-term counseling with the EAP counselor in the **1-8 sessions** or by referral to the most appropriate treatment resource(s). The number of sessions with the EAP counselor will be determined by the EAP counselor's assessment of the presenting problem.
5. Covered Persons will be seen by an EAP counselor within five (5) working days of contacting **CONCERNED**, or sooner in an emergent situation. Counselors of **CONCERNED**, 3612 13<sup>th</sup> Street, Menominee, MI 49858 will provide the services to Covered Persons. In addition, other counselors in the local area will provide the services as subcontractors.
6. **CONCERNED** will provide two (2) Critical Incident Stress Debriefings (maximum 5 hours per debriefing), **PER YEAR**, at the request of **Menominee County** and when assessed as appropriate by **CONCERNED**.
7. Twenty-four-hour telephone services will be made available by **CONCERNED**.

8. **CONCERNED** will provide utilization reports upon request. **CONCERNED** will provide such other reports as shall be mutually agreeable.
9. EAP quarterly newsletters, brochures, posters, and a published provider network will be made available by **CONCERNED**. **Menominee County** will distribute these and any other promotional materials for its employee assistance program in consultation with **CONCERNED**.
10. **CONCERNED** will provide four (4) hours in-service training/workshops, PER YEAR, as requested by **Menominee County**, at no additional cost.
11. The services provided to Covered Persons and any records kept under the terms of this Agreement shall be strictly in accordance with applicable state and federal laws regarding confidentiality. All Employee Assistance records will be owned by **CONCERNED** and not accessible by **Menominee County**.
12. **CONCERNED** will not discriminate in the provision of service because of handicap, race, color, creed, national origin, sex, or age.
13. Neither party may assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written approval of the other. Neither may assign any cause of action that may arise from any breach of this Agreement, and all rights of subrogation are hereby waived, the parties agreeing not to sue each other if insurance covers their loss.
14. Each party must give prompt, written notice of any alleged breach by the other of this Agreement. Any claim that a provision of this Agreement has been breached must be filed in a court of law within one year of the first date on which the other party is alleged to have breached that provision.
15. Neither party shall be liable for consequential damages as a result of any breach of its obligations under this Agreement. This Agreement is not intended by either party to be a third party beneficiary contract. This Agreement shall be enforceable only by the parties hereto.
16. The terms of this Agreement shall be TWELVE (12) months, beginning February 1, 2012, and ending January 31, 2013, unless terminated by either party by providing written notice to the other at least sixty (60) days in advance of the termination date. Any such notice shall be provided to the principal office of the recipient.
17. Based on the current level of 110 eligible employees, **Menominee County** will pay Gilbert E. Garcia dba **CONCERNED ASSOCIATES \$4,318 FOR ONE YEAR**, for all EAP services described herein. This fee can be paid in a lump sum or in quarterly payments of \$1,079.50, with the first quarter payment due February 1, 2012. Should the number of eligible employees significantly increase or decrease during the term of this Agreement, the quarterly payment may be adjusted accordingly.

**CONFIDENTIALITY:**

18. **Menominee County** recognizes that information gathered from Clients by **CONCERNED ASSOCIATES** shall be and remain confidential and that except upon appropriate written authorization of such Clients, such information shall not be released to third parties including **Menominee County**. All Program records, including all records relative to treatment and referrals of clients, shall remain the property of C.A. **Menominee County** recognizes that no third party shall be permitted access to records without client consent per Federal and State guidelines.

Gilbert E. Garcia d/b/a Concerned Associates

\_\_\_\_\_  
Gilbert E. Garcia, MSW, ACSW, CEAP, Owner  
Nationally Certified Employee Assistance Professional

\_\_\_\_\_  
Date

Menominee County

\_\_\_\_\_  
County Representative

\_\_\_\_\_  
Date

# Employee Assistance Program



**Menominee County**  
www.menomineecounty.com

*CONCERNED associates*

**TO:** County Administrator  
**FROM:** Gil Garcia, MSW, EAP Account Manager  
**RE:** Employee Assistance Utilization for period:

**CONTRACT PERIOD:**  
**Feb.1, 2011 - January 31, 2012**

**4th Quarter stats are incomplete**

	Quarter				YTD
	1	2	3	4	
	2011 Feb-Apr	2011 May-July	2011 Aug-Oct	2011-2012 Nov-Jan	
<b>UTILIZATION</b>					
Total Eligible Employees	127	127	127	127	127
* Employees Seen (Initial Assessment Visits)	3	2	5	5	15
<b>EAP Utilization</b>	<b>2.4%</b>	<b>1.6%</b>	<b>3.9%</b>	<b>3.9%</b>	<b>11.8%</b>
Subsequent Visits	15	11	22	17	65
* ( data used to calculate percent of utilization)					
<b>PROGRAM ACTIVITY</b>					
Telephone Assessment/Crisis	3	4	5	4	16
Failed Intake Appointment	0	0	0	0	0
* Critical Incident Stress Management (Hrs.)	0	0	0	0	0 Hr
Training/Workshops (Hrs.)	0	0	0	0	0 Hr
Consultation (Hrs.)	0	0	0	0	0 Hr
Telephone Information Only (Calls)	0	0	0	0	0
<b>REFERRAL DATA</b>					
Self-referred	3	2	5	5	15
Supervision/Personnel (Informal)	0	0	1	1	2
Supervision/Personnel (Formal)	0	0	0	0	0
Family/Friend/Co-worker	2	0	2	1	5
<b>CLIENT DEMOGRAPHICS - Primary Client/Employee</b>					
<b>Gender</b>					
Male	1	0	2	2	5
Female	2	2	3	3	10
<b>Length of Employment</b>					
Less than 1 year	0	0	0	0	0
1-4 years	2	1	2	2	7
5-9 years	1	1	3	3	8
10-14 years	0	0	0	0	0
15-19 years	0	0	0	0	0
20 plus	0	0	0	0	0
Not reported	0	0	0	0	0
<b>Age Category of Employee</b>					
Under 30	0	0	0	0	0
30-39	2	1	2	3	8
40-49	1	1	3	2	7
50-59	0	0	0	0	0
60 plus	0	0	0	0	0
Not reported	0	0	0	0	0
<b>Ethnicity</b>					
Caucasian	3	2	5	5	15
Native American	0	0	0	0	0
Hispanic	0	0	0	0	0
Black	0	0	0	0	0
Asian	0	0	0	0	0
Other	0	0	0	0	0

**MENOMINEE COUNTY**

**TO:** County Administrator  
**FROM:** Gil Garcia, MSW, EAP Account Manager  
**RE:** Employee Assistance Utilization for period:

**CONTRACT PERIOD:**  
**Feb.1, 2011 - January 31, 2012**

ASSESSED PROBLEMS (Employees/families present more than one problem)	Quarter				YTD
	1	2	3	4	
	Feb-Apr 2011	May=Jly 2011	Aug-Oct 2011	Nov-Jan 2011-2012	
Crisis	0	1	0	0	1
Parenting/family	0	0	0	0	0
Marital/other relationship	2	1	3	2	8
Domestic Violence	0	0	0	0	0
Aging Parents	0	0	0	0	0
Child-emotional/school	0	0	0	2	2
Work Stress	1	1	1	1	4
Anxiety/Depression/Other Psychological	1	2	2	2	7
Stress	1	1	1	1	4
Alcohol	0	0	0	0	0
Other Drug	0	0	0	0	0
Alcohol/Drug -family member	0	0	1	0	1
Gambling	0	0	0	0	0
Other Addiction	0	0	0	0	0
Health	0	0	0	0	0
Financial	0	0	0	0	0
Housing	0	0	0	0	0
Legal	0	0	0	0	0
Career/Vocational	0	0	0	0	0
Other	1	0	1	0	2

**DISPOSITION OF ALL CASES DURING QUARTER**  
 (Client may be referred to more than one service)

Appropriate for Brief Treatment by EAP	3	2	5	5	15
Psychiatrist	0	0	0	0	0
Psychologist	0	0	0	0	0
Primary Care Physician	0	0	0	0	0
Inpatient Psychiatric	0	0	0	0	0
Outpatient Chemical Dependency	0	0	0	0	0
Inpatient Chemical Dependency	0	0	0	0	0
! Outpatient Mental Health	0	0	0	0	0
Support Group	0	0	0	0	0
Structured Outpatient Program	0	0	0	0	0
Financial Counselor	0	0	0	0	0
Legal Assistance	0	0	0	0	0
Other	0	0	0	0	0

\* **YTD: 1 employee used out-of-town providers in Escanaba**

\* Quarterly Newsletters are sent for all employees through the Administrator's Office

\* **Work Stress reported is 5% lower than last year.**

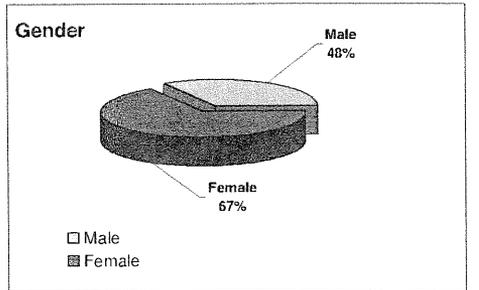
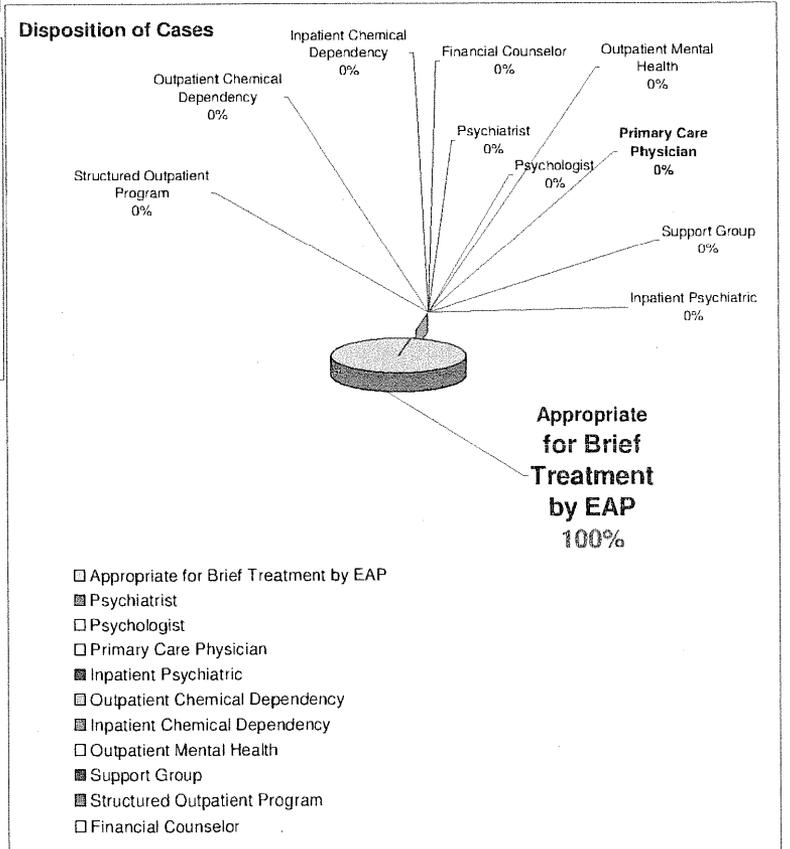
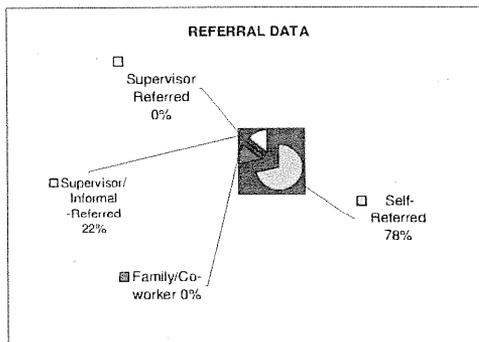
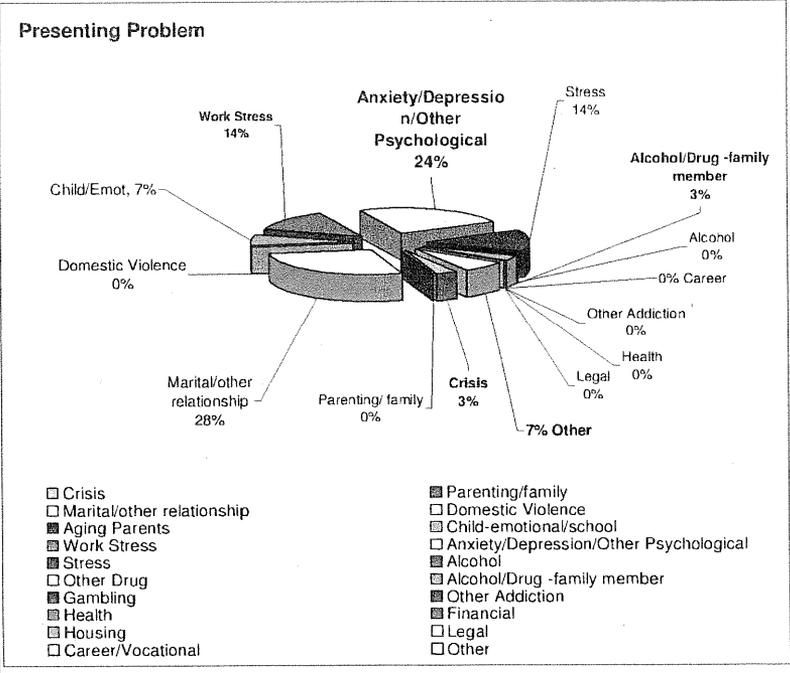
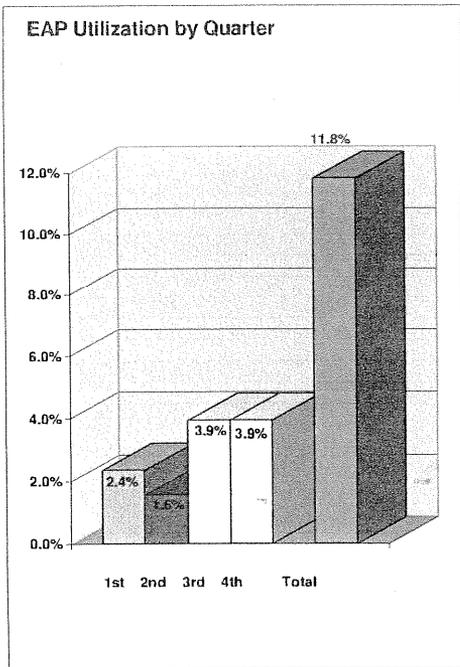
Please visit our website:

[www.concernedassociates.com](http://www.concernedassociates.com)

Year to Date Totals

TO: County Administrator  
 FROM: Gil Garcia, MSW, EAP Account Manager  
 RE: Employee Assistance Utilization for period:

CONTRACT PERIOD:  
 Feb.1, 2011 - January 31, 2012



# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	<b>Misc. Boards and Committees</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
Building Code Construction Board of Appeals	Two ~ 2-year terms (2/1/2012 – 1/31/2014)
Library Board	One ~ 5-year term (2/1/2012 - 1/31/2017)
Fair Board	One ~ 3-year term (2/1/2012 - 1/31/2015)
Corrections Advisory Board (Business Sector)	One ~ 1-year term (2/1/2012 - 1/31/2013)
Park and Recreation Committee	One ~ 3-year term (2/1/2012 - 1/31/15)
<b>RECOMMENDED MOTION</b>	
<b>To appoint members to the various boards/committees</b>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

**NOTICE**

Menominee County is seeking applications of appointment from persons wishing to serve on the following Boards/Committees.

Building Code Construction Board of Appeals      Two ~ 2-year terms (2/1/2012 – 1/31/2014)

*Interested Candidates: Todd Rye (expiring member)*

---

Library Board      One ~ 5-year term (2/1/2012 - 1/31/2017)

*Interested Candidates: Kristin Bates*

---

Fair Board      One ~ 3-year term (2/1/2012 - 1/31/2015)

*Interested Candidates: Larry Roetzer (expiring member) & Carol Quist*

---

Corrections Advisory Board (Business Sector)      One ~ 1-year term (2/1/2012 - 1/31/2013)

*Interested Candidates: Dawn M. Wells (expiring member) & Tami Pearl*

---

Park and Recreation Committee      One ~ 3-year term (2/1/2012 - 1/31/15)

*Interested Candidates: Vola Bleile (expiring member)*

---

# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	<b>HVAC Jail Project – Resolution</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
<p>USDA needs a resolution signed by the board to complete the paperwork needed to receive funds for the HVAC project.</p>	
<b>RECOMMENDED MOTION</b>	
<p>To approve the Resolution for the HVAC project in the County Jail.</p>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

*"Menominee – Where the best of Michigan begins"*

## MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse  
839 10th Avenue  
Menominee, Michigan 49858-3000*

*Brian R. Bousley - County Administrator  
Sherry Smith - Administrative Assistant  
Telephone: (906) 863-7779 or 863-9648  
Fax: (906) 863-8839*

### **RESOLUTION 2012-04**

#### **Approval of Final Contractor's Payment for Menominee County Jail HVAC Project**

Menominee County Board of Commissioners respectfully submits the following resolution:

**Whereas,** The Menominee County Board of Commissioners awarded the Menominee County Jail HVAC Project to Valley Mechanical INC of Norway, Michigan; and

**Whereas,** The Menominee County Board of Commissioners agreed to pay the bid amount of \$244,200.00 for the installation of a new HVAC system for the Menominee County Jail; and

**Whereas,** The Menominee County Board of Commissioners agreed to one change order in the amount of \$2,537; and

**Whereas,** a final payment request from Valley Mechanical, INC., has been received in the amount of \$16,010.00; now

**Therefore Be It Resolved,** The Menominee County Board of Commissioners agrees to pay Valley Mechanical INC. the requested final payment of \$16,010.00, for the completion of the Menominee County Jail HVAC Project.

---

Marc Kleiman  
Menominee County Clerk

---

Date

*James Furlong - Chairperson*

*Bernie Lang*

*Charlie Meintz*

*Mark Jasper*

*Jim Pearson*

# APPLICATION and CERTIFICATE for PAYMENT

**3702** To: Menominee County Project: Menominee County Jail HVAC upgrades Application No: 5 Distribution to:  
 From: Valley Mechanical INC Via Architect: UP Engineres and Architects App. Date: January 13, 2012  
 Period to: JAN. 21, 2012 Project Nos: ARCHITECT CONTRACTOR MGR.  
 Contract Date: SEP 3, 2010 Date: 01-18-12 ARCHITECT CONTRACTOR OTHER

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM

244,200.00
2,537.00
246,737.00
246,737.00

2. Net Change By Change Orders

3. CONTRACT SUM TO DATE

4. TOTAL COMPLETED AND STORED TO DATE

5. RETAINAGE:

0.00
0.00

6. TOTAL EARNED LESS RETAINAGE

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

0.00
246,737.00
230,727.00
16,010.00
0.00

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

0.00
0.00
0.00
0.00
0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,537.00	0.00
Total approval this Month	0.00	0.00
<b>TOTALS</b>	<b>\$ 2,537.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 2,537.00</b>	

AMOUNT CERTIFIED \$ 16,010.00  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)  
 ARCHITECT: William J. Duff Date: JAN. 19, 2012  
 By: William J. Duff

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing APPLICATION NUMBER: 5  
 Contractor's signed Certification is attached. APPLICATION DATE: January 13, 2012

Use Column I on Contracts where variable retainage for line items may apply. PERIOD TO:  
 PROJECT NUMBER:

A Item #	B Description of Work	C Schedule of Values	D		E Work Completed This Period	F Materials Stored & Used Prior + Current	G		H Balance to Finish	I Retainage
			From Previous Application(s)	Work Completed			Total Completed and Stored To Date	%		
1	Bond	7,500.00	7,500.00	0.00			7,500.00	100.00	0.00	0.00
2	Mobilization	20,000.00	20,000.00	0.00			20,000.00	100.00	0.00	0.00
3	Equipment	81,000.00	81,000.00	0.00			81,000.00	100.00	0.00	0.00
4	Demolition	11,000.00	11,000.00	0.00			11,000.00	100.00	0.00	0.00
5	Material	25,700.00	25,700.00	0.00			25,700.00	100.00	0.00	0.00
6	Labor	48,000.00	45,000.00	3,000.00			48,000.00	100.00	0.00	0.00
7	Electrical	28,000.00	28,000.00	0.00			28,000.00	100.00	0.00	0.00
8	Controls	23,000.00	22,000.00	1,000.00			23,000.00	100.00	0.00	0.00
9	change order	2,537.00	2,537.00	0.00			2,537.00	100.00	0.00	0.00
GRAND TOTAL:			246,737.00	242,737.00	4,000.00		246,737.00	100.00	0.00	0.00

A=Line Item Number  
 B=Brief Item Description  
 C=Total Value of Item  
 D=Total of D and E From Previous Application(s) (If Any)  
 E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project  
 G=Total of All Work Completed and Materials Stored for Project  
 H=Remaining Balance of Amount to Finish  
 I=Amount Withheld from G

# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	<b>Kleinke Park Firewood Bid</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
Admin. ran a second ad for the sale of the firewood at Kleinke Park (approx. 5 cords). We received two sealed bids this time...	
<b>RECOMMENDED MOTION</b>	
to approve a bid in the amount of _____ from _____. Firewood is to be paid for and removed from Kleinke Park prior to Feb. 1, 2012.	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

**MENOMINEE COUNTY  
MENOMINEE, MICHIGAN**

**BID RECAPITULATION**

**Approx. 5 cords of firewood @ Kleinke Park**

**ITEM(S):** \_\_\_\_\_

Bids due by: January 18, 2012 12:00 Noon

Company Name	Bid	After added options
Roy Hubbard N-8327 Old Mill Lane Cedar River, MI 49887	\$115.00	
Aaron Ihander 290-0884	\$126.30	

Bids opened on: January 19, 2012

In the presence of: Administrator, Brian Bousley  
Administrative Assistant, Sherry Smith  
Michael Dellisse  
Rick Micheels

Recommended Bid Award to: \_\_\_\_\_ In the Amount of: \_\_\_\_\_

Roy Vonnie Hubbard  
N-8327 Old Mill Lane  
Cedar River, Mich  
49887

277049

NAME						DATE 1-12-12	
ADDRESS Roy A Hubbard						ORDER NO.	
CITY, STATE, ZIP							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION				PRICE	AMOUNT	
1	H Leinde Park Wood Bid						
2							
3							
4							
5						\$ 115.00	
6							
7							
8							
9							
10							
11							
12							
13							
14							
RECEIVED BY						TAX	
						TOTAL	\$ 115.00

BID FOR FIVE CORDS OF FIREWOOD AT KLEINKE PARK:

Bid is \$126.30 for all five cords, which is \$25.26 per cord.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Ihander". The signature is written in a cursive style with a large, stylized initial "A".

Aaron Ihander-(906)290-0884

# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	<b>Courthouse Contract</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b> Commissioners met with the final changes to the contract on Jan. 17, 2012 in a special meeting. Consensus is to move to this meeting for approval.	
<b>RECOMMENDED MOTION</b> to approve the Agreement between the Menominee County Board of Commissioners and the Menominee County Clerk, Treasurer, Probate Court, Prosecuting Attorney, and 41 <sup>st</sup> Judicial Circuit Court and International Brotherhood of Teamsters Local 486; Effective January 1, 2012 through December 31, 2014	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

1-9-12  
GH  
WAS

**AGREEMENT**

TEAMSTERS UNION LOCAL NO. 486, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," and the MENOMINEE COUNTY BOARD OF COMMISSIONERS, the MENOMINEE COUNTY CLERK, the MENOMINEE COUNTY TREASURER, the MENOMINEE COUNTY PROBATE COURT, the MENOMINEE COUNTY PROSECUTING ATTORNEY, and the 41<sup>st</sup> JUDICIAL CIRCUIT COURT, hereinafter referred to as the "Employer," do hereby on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ enter into the following agreement.

**PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the general public.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 1**  
**RECOGNITION**

**SECTION 1.** The Employer in accord with all the provisions of Act 379 of the Public Acts of 1965, as amended, recognizes Teamsters Union Local No. 486, I. B. T., as the exclusive representative of those employees, listed herein as follows:

070 { All full-time and regular part-time Deputy County Treasurers; Deputy Clerks; Deputy Registers (Probate Court); Deputy Register of Deeds; Building Inspectors; Secretaries (Extension Office, Friend of the Court's Office, Building Code Department and Prosecutor's Office -- Legal Secretary/Computer Operator); Investigators (Prosecutor's Office); Probate/Juvenile Register; Veterans Service Officer; Caseworkers (Friend of the Court's Office); Staff Appraiser Field; Description Specialist/Computer Operator; Park Employees; Family Court Recorder; and Maintenance Employees.

Excluding all elected officials; Chief Deputy Clerk; Chief Deputy Register of Deeds; Chief Deputy Treasurer; Assistant Prosecuting Attorneys; Friend of the Court; County Administrator; Equalization Director; Deputy Equalization Director; Park Superintendent; Emergency Service Coordinator, Building Department Supervisor, Sheriff's Department employees; District Court employees; and all supervisors, executive and confidential employees and others excluded by the Act.

There is a single bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other items and conditions of employment. The bargaining unit shall consist of employees whose job titles appear in Appendix A of this Agreement.

**SECTION 2. Subpoenas.** An employee who is subpoenaed to testify in any court proceeding on behalf of the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed.

## **ARTICLE 18** **INSURANCES**

**SECTION 1. Hospitalization/Medical Coverage and Dental/Optical Benefits.** Regular full-time employees will be eligible for those benefits provided for in M.C.T.W.F. Plan 125. The Employer shall be held harmless and no grievance shall result from changes to benefit levels made by M.C.T.W.F.

The Employer will provide and pay the full premium cost of Dental and Optical Benefits set forth in the Michigan Conference of Teamsters Welfare Plan 125. During the term of this Agreement the Board will determine its contribution towards the cost of M.C.T.W.F. Plan 125 Base Medical Benefits, SOA (Cancer Coinsurance) Benefits Riders, and Prescription Drug Benefits using either Hard Caps, eighty percent (80%) or Board action to exempt itself from those requirements set forth in SB7, PA 152. All premium costs above those remitted by the Employer will be paid by the participating employees through bi-weekly payroll deduction.

During the term of this Agreement should the Board act to exempt itself from the requirements in SB7, PA 152, participating employees will pay 12.5% of the premium cost for M.C.T.W.F. Plan 125, Base Medical Benefits, SOA (Cancer Coinsurance) Benefit Riders, and Prescription Drug Benefits.

Other than those employees who have received written approval from M.C.T.W.F. to opt out, all regular full-time employees must participate in its designated plan of benefits. The Employer will contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.

**SECTION 2. Notification.** It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

**SECTION 3. Opt Out.** Employees who have submitted an Opt Out application to M.C.T.W.F. with required proof of other group health coverage, shall on written approval receive four hundred dollars (\$400.00) a month in lieu of coverage. Reinstatement will be subject to M.C.T.W.F. eligibility rules. If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of four hundred dollars \$400.00 per month will be offered to one of the employees in lieu of independent health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options as noted in this Article.

**SECTION 4. Life Insurance.** The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

**SECTION 5. Retirement.** When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay the County portion of hospital insurance premiums, for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier.

## **ARTICLE 19** **LONGEVITY**

After completing three (3) years of service each full-time employee shall receive annually as of December 1<sup>st</sup> of each year longevity pay of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) for each additional year completed over and above three (3) years.

## **ARTICLE 20** **RETIREMENT**

**SECTION 1.** Regular employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall continue 10 be B-3, 55/25, FAC-3 rider with an E-2 rider, which will require a 10 year vesting. The employer/employee will pay 50% respectively of the increase to provide E-2. If the actuarial cost to provide the E-2 increases during the term of this contract the employee's/employer's share will not exceed 2.3%, any increase above this agreed upon amount will constitute reopening this article for discussion. Those employees currently vested under V-6 will remain vested under V-10. Employees hired after the execution of this Agreement will be covered by MERS B-2 Retirement Plan. Part-time employees hired prior to the execution date of this Contract who move to full-time positions shall remain eligible for the MERS B-3 Retirement Plan.

**SECTION 2.** Further provided, if an employee terminates his/her employment with the County with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1<sup>st</sup>, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years, including fractions, worked up to a maximum of the last six (6) years under this Plan after January 1<sup>st</sup>, 1983. Employees who voluntarily quit or are terminated with just cause will not receive the four percent (4%) payment set forth in this Section.

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% - 01/01/12

GRADE	ANNUAL SALARY RANGE						JOB CODE AND TITLE
	MINIMUM 1	2	3	4	5	6	
5	25,022 \$12.03	26,020 \$12.51	27,019 \$12.99	28,017 \$13.47	29,016 \$13.95	30,014 \$14.43	1204 Custodian (B&G) <i>OUT SOURCED</i>
6	27,518 \$13.23	28,620 \$13.76	29,723 \$14.29	30,804 \$14.81	31,907 \$15.34	33,009 \$15.87	1102 Bldg Code Secretary (bldg code) <i>- ROLLED INTO 2 YEARS HOUSE SEC.</i> 1308 Deputy Clerk (PT) (clerk) 1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (Parks)
7	29,993 \$14.42	31,200 \$15.00	32,427 \$15.59	33,612 \$16.16	34,819 \$16.74	36,004 \$17.31	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cty Clerk-Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of probate/Juvenile (pro/fam ct) 2404 Dep. Treasurer (treas) <i>- MOVE - DMG</i> 1801 Extension Secretary (ext) <i>- ADD TITLE - FAX MMW</i> 1702 Staff Cartographer – Tax Bill Coordinator
8	32,510 \$15.63	33,800 \$16.25	35,110 \$16.88	36,400 \$17.50	37,710 \$18.13	39,000 \$18.75	2501 Veterans Service Officer 2403 Dep. Treasurer – Taxes (treas) <i>MISSING - DEP TREASURER - ACCOUNTING</i>
9	35,006 \$16.83	36,379 \$17.49	37,793 \$18.17	39,187 \$18.84	40,580 \$19.51	41,995 \$20.19	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1703 Staff Appraiser (equal) <i>DOES NOT EXIST</i> 1305 Accts Payable/Financial Systems Admin (clerk)
10	37,481 \$18.02	39,000 \$18.75	40,476 \$19.46	41,995 \$20.19	43,492 \$20.91	44,990 \$21.63	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	39,998 \$19.23	41,579 \$19.99	43,180 \$20.76	44,782 \$21.53	46,384 \$22.30	47,985 \$23.07	1101 Building Inspector (bldg code)

*changes are  
made on pages  
33-34-35.*

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% ON 01/01/2013

GRADE	ANNUAL SALARY RANGE						JOB CODE AND TITLE
	MINIMUM 1	2	3	4	5	6	
5	25,521 \$12.27	26,540 \$12.76	27,560 \$13.25	28,579 \$13.74	29,598 \$14.23	30,617 \$14.72	1204 Custodian (B&G)
6	28,059 \$13.49	29,203 \$14.04	30,326 \$14.58	31,428 \$15.11	32,552 \$15.65	33,675 \$16.19	1102 Bldg Code Secretary (bldg code) 1308 Deputy Clerk (PT) (clerk) 1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (Parks)
7	30,596 \$14.71	31,824 \$15.30	33,072 \$15.90	34,278 \$16.48	35,505 \$17.07	36,732 \$17.66	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cty Clerk-Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of probate/Juvenile (pro/fam ct) 2404 Dep. Treasurer (treas) 1801 Extension Secretary (ext) 1702 Staff Cartographer – Tax Bill Coordinator
8	33,155 \$15.94	34,486 \$16.58	35,817 \$17.22	37,128 \$17.85	38,459 \$18.49	39,790 \$19.13	2501 Veterans Service Officer 2403 Dep. Treasurer – Taxes (treas)
9	35,713 \$17.17	37,107 \$17.84	38,542 \$18.53	39,977 \$19.22	41,329 \$19.90	42,827 \$20.59	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1703 Staff Appraiser (equal) 1305 Accnts Payable/Financial Systems Admin (clerk)
10	38,230 \$18.38	39,790 \$19.13	41,288 \$19.85	42,827 \$20.59	44,366 \$21.33	45,905 \$22.07	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	40,788 \$19.61	42,411 \$20.39	44,033 \$21.17	45,676 \$21.96	47,299 \$22.74	48,942 \$23.53	1101 Building Inspector (bldg code)

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% ON 01/01/14

GRADE	ANNUAL SALARY RANGE						JOB CODE AND TITLE
	MINIMUM 1	2	3	4	5	6	
5	26,041 \$12.52	27,081 \$13.02	28,121 \$13.52	29,140 \$14.01	30,180 \$14.51	31,220 \$15.01	1204 Custodian (B&G)
6	28,620 \$13.76	29,785 \$14.32	30,929 \$14.87	32,052 \$15.41	33,196 \$15.96	34,340 \$16.51	1102 Bldg Code Secretary (bldg code) 1308 Deputy Clerk (PT) (clerk) 1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (Parks)
7	31,200 \$15.00	32,468 \$15.61	33,737 \$16.22	34,964 \$16.81	36,212 \$17.41	37,460 \$18.01	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cty Clerk-Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of probate/Juvenile (pro/fam ct) 2404 Dep. Treasurer (treas) 1801 Extension Secretary (ext) 1702 Staff Cartographer – Tax Bill Coordinator
8	33,820 \$16.26	35,152 \$16.91	36,524 \$17.56	37,876 \$18.21	39,228 \$18.86	40,560 \$19.51	2501 Veterans Service Officer 2403 Dep. Treasurer – Taxes (treas)
9	36,420 \$17.51	37,856 \$18.20	39,312 \$18.90	40,768 \$19.60	42,224 \$20.30	43,680 \$21.00	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1703 Staff Appraiser (equal) 1305 Accts Payable/Financial Systems Admin (clerk)
10	39,000 \$18.75	40,580 \$19.51	42,120 \$20.25	43,680 \$21.00	45,260 \$21.76	46,820 \$22.51	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	41,600 \$20.00	43,264 \$20.80	44,907 \$21.59	46,592 \$22.40	48,235 \$23.19	49,920 \$24.00	1101 Building Inspector (bldg code)

1-17-12  
CH  
Corrected

**AGREEMENT**

TEAMSTERS UNION LOCAL NO. 486, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," and the MENOMINEE COUNTY BOARD OF COMMISSIONERS, the MENOMINEE COUNTY CLERK, the MENOMINEE COUNTY TREASURER, the MENOMINEE COUNTY PROBATE COURT, the MENOMINEE COUNTY PROSECUTING ATTORNEY, and the 41<sup>st</sup> JUDICIAL CIRCUIT COURT, hereinafter referred to as the "Employer," do hereby on this 1<sup>st</sup> day of January 2012 enter into the following Agreement.

**PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the general public.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 1**  
**RECOGNITION**

**SECTION 1.** The Employer in accord with all the provisions of Act 379 of the Public Acts of 1965, as amended, recognizes Teamsters Union Local No. 486, I. B. T., as the exclusive representative of those employees, listed herein as follows:

The Bargaining Unit shall consist of all full-time and regular part-time employees whose job titles appear in Appendix A of this Agreement.

NEW { Excluding all elected officials; Chief Deputy Clerk; Chief Deputy Register of Deeds; Chief Deputy Treasurer; Assistant Prosecuting Attorneys; Friend of the Court; County Administrator; Equalization Director; Deputy Equalization Director; Park Superintendent; Emergency Service Coordinator, Building Department Supervisor, Sheriff's Department employees; District Court employees; and all supervisors, executive and confidential employees and others excluded by the Act.

There is a single bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other items and conditions of employment. The bargaining unit shall consist of employees whose job titles appear in Appendix A of this Agreement.

**SECTION 2. Subpoenas.** An employee who is subpoenaed to testify in any court proceeding on behalf of the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed.

## **ARTICLE 18** **INSURANCES**

**SECTION 1. Hospitalization/Medical Coverage and Dental/Optical Benefits.** Regular full-time employees will be eligible for those benefits provided for in M.C.T.W.F. Plan 125. Should any benefit plan changes be made by M.C.T.W.F., the Employer shall not be held liable.

The Employer will provide and pay the full premium cost of Dental and Optical Benefits set forth in the Michigan Conference of Teamsters Welfare Plan 125. During the term of this Agreement the Board will determine its contribution towards the cost of M.C.T.W.F. Plan 125 Base Medical Benefits, SOA (Cancer Coinsurance) Benefits Riders, and Prescription Drug Benefits using either Hard Caps, eighty percent (80%) or Board action to exempt itself from those requirements set forth in SB7, PA 152. All premium costs above those remitted by the Employer will be paid by the participating employees through bi-weekly payroll deduction.

During the term of this Agreement should the Board act to exempt itself from the requirements in SB7, PA 152, participating employees will pay 12.5% of the premium cost for M.C.T.W.F. Plan 125, Base Medical Benefits, SOA (Cancer Coinsurance) Benefit Riders, and Prescription Drug Benefits.

Other than those employees who have received written approval from M.C.T.W.F. to opt out, all regular full-time employees must participate in its designated plan of benefits. The Employer will contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.

**SECTION 2. Notification.** It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

**SECTION 3. Opt Out.** Employees who have submitted an Opt Out application to M.C.T.W.F. with required proof of other group health coverage, shall on written approval receive four hundred dollars (\$400.00) a month in lieu of coverage. Reinstatement will be subject to M.C.T.W.F. eligibility rules. If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of four hundred dollars \$400.00 per month will be offered to one of the employees in lieu of independent health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options as noted in this Article.

**SECTION 4. Life Insurance.** The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

**SECTION 5. Retirement.** When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay the County portion of hospital insurance premiums, for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier.

## **ARTICLE 19** **LONGEVITY**

After completing three (3) years of service each full-time employee shall receive annually as of December 1<sup>st</sup> of each year longevity pay of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) for each additional year completed over and above three (3) years.

## **ARTICLE 20** **RETIREMENT**

**SECTION 1.** Regular employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall continue to be B-3, 55/25, FAC-3 Rider with an E-2 Rider, which will require a 10 year vesting. The employer/employee will pay 50% respectively of the increase to provide E-2. If the actuarial cost to provide the E-2 increases during the term of this contract the employee's/employer's share will not exceed 2.3%, any increase above this agreed upon amount will constitute reopening this article for discussion. Those employees currently vested under V-6 will remain vested under V-10. Employees hired after the execution of this Agreement will be covered by MERS B-2, 55/25, FAC-3 Rider with an E-2 Rider Retirement Plan. Part-time employees hired prior to the execution date of this Contract who move to full-time positions shall remain eligible for the MERS B-3, 55/25, FAC-3 Rider with an E-2 Rider Retirement Plan.

**SECTION 2.** Further provided, if an employee terminates his/her employment with the County with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1<sup>st</sup>, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years, including fractions, worked up to a maximum of the last six (6) years under this Plan after January 1<sup>st</sup>, 1983. Employees who are terminated will not receive the four percent (4%) payment set forth in this Section.

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST - GRADE ORDER  
2.0% - 01/01/12

GRADE	ANNUAL SALARY RANGE						JOB CODE AND TITLE
	MINIMUM 1	2	3	4	5	6	
5	25,022 \$12.03	26,020 \$12.51	27,019 \$12.99	28,017 \$13.47	29,016 \$13.95	30,014 \$14.43	
6	27,518 \$13.23	28,620 \$13.76	29,723 \$14.29	30,804 \$14.81	31,907 \$15.34	33,009 \$15.87	1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (parks) 1203 Maintenance Attendant <b>- WAS NOT PRESENT</b> 1308 Dep. Treasurer & Receipts (treas)
7	29,993 \$14.42	31,200 \$15.00	32,427 \$15.59	33,612 \$16.16	34,819 \$16.74	36,004 \$17.31	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cty Clerk-Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of probate/Juvenile (pro/fam ct) 1801 Extension Secretary/Extension Fair Manager (ext) 1702 Staff Cartographer - Tax Bill Coordinator
8	32,510 \$15.63	33,800 \$16.25	35,110 \$16.88	36,400 \$17.50	37,710 \$18.13	39,000 \$18.75	2501 Veterans Service Officer 2403 Dep. Treasurer - Taxes (treas) 2404 Dep. Treasurer - Accounting (treas) - <b>ADDED</b>
9	35,006 \$16.83	36,379 \$17.49	37,793 \$18.17	39,187 \$18.84	40,580 \$19.51	41,995 \$20.19	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1305 Accts Payable/Financial Systems Admin (clerk)
10	37,481 \$18.02	39,000 \$18.75	40,476 \$19.46	41,995 \$20.19	43,492 \$20.91	44,990 \$21.63	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	39,998 \$19.23	41,579 \$19.99	43,180 \$20.76	44,782 \$21.53	46,384 \$22.30	47,985 \$23.07	1101 Building Inspector (bldg code)

*SAME CHANGES  
MADE OW  
Page 34 + 35*

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% ON 01/01/2013

GRADE	ANNUAL SALARY RANGE						JOB CODE AND TITLE
	MINIMUM 1	2	3	4	5	6	
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8	33,155 \$15.94	34,486 \$16.58	35,817 \$17.22	37,128 \$17.85	38,459 \$18.49	39,790 \$19.13	2501 Veterans Service Officer 2403 Dep. Treasurer - Taxes (treas) 2404 Dep. Treasurer – Accounting (treas)
9	35,713 \$17.17	37,107 \$17.84	38,542 \$18.53	39,977 \$19.22	41,329 \$19.90	42,827 \$20.59	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1305 Accts Payable/Financial Systems Admin (clerk)
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**APPENDIX A**

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% ON 01/01/14

GRADE	ANNUAL SALARY RANGE						JOB CODE AND TITLE
	MINIMUM						
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5	26,041 \$12.52	27,081 \$13.02	28,121 \$13.52	29,140 \$14.01	30,180 \$14.51	31,220 \$15.01	
6	28,620 \$13.76	29,785 \$14.32	30,929 \$14.87	32,052 \$15.41	33,196 \$15.96	34,340 \$16.51	1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (parks) 1203 Maintenance Attendant 1308 Dep. Treasurer & Receipts (treas)
7	31,200 \$15.00	32,468 \$15.61	33,737 \$16.22	34,964 \$16.81	36,212 \$17.41	37,460 \$18.01	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cty Clerk-Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of probate/Juvenile (pro/fam ct) 1801 Extension Secretary/Extension Fair Manager (ext) 1702 Staff Cartographer – Tax Bill Coordinator
8	33,820 \$16.26	35,152 \$16.91	36,524 \$17.56	37,876 \$18.21	39,228 \$18.86	40,560 \$19.51	2501 Veterans Service Officer 2403 Dep. Treasurer - Taxes (treas) 2404 Dep. Treasurer – Accounting (treas)
9	36,420 \$17.51	37,856 \$18.20	39,312 \$18.90	40,768 \$19.60	42,224 \$20.30	43,680 \$21.00	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1305 Accts Payable/Financial Systems Admin (clerk)
10	39,000 \$18.75	40,580 \$19.51	42,120 \$20.25	43,680 \$21.00	45,260 \$21.76	46,820 \$22.51	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	41,600 \$20.00	43,264 \$20.80	44,907 \$21.59	46,592 \$22.40	48,235 \$23.19	49,920 \$24.00	1101 Building Inspector (bldg code)

# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	<b>Corrections Officers Contract</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b> Commissioners met with the final changes to the contract on Jan. 17, 2012 in a special meeting. Consensus is to move to this meeting for approval.	
<b>RECOMMENDED MOTION</b> to approve the Agreement between the Menominee County Board of Commissioners and the Menominee County Corrections officers and International Brotherhood of Teamsters Local 486; Effective January 1, 2012 through December 31, 2014.	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

1/9/12  
WAS

**SECTION 11.** Full-time employees will be given the opportunity for scheduled overtime by seniority, except in emergencies.

**SECTION 12.** Employees may choose to take compensatory time in lieu of any paid overtime up to a maximum of one hundred (100) hours. Employee to take no more than two (2) consecutive days of compensatory time. Time earned must be used within the calendar year or shall be forfeited.

**ARTICLE 17**  
**JURY DUTY**

**SECTION 1. Jury Duty.** A full-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for the work time missed, conditional upon the employee turning in to the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give his/her supervisor three (3) days' prior written notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

**SECTION 2. Subpoenas/Court.** An employee who is subpoenaed to testify in any court proceeding on behalf of the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed. If outside their regular shift the employee shall receive pay at their regular rate with a two (2) hour minimum guarantee. Time beyond the first two (2) hours shall be paid at a rate of time and one-half (1-1/2X).

**ARTICLE 18**  
**INSURANCES**

**SECTION 1. Hospitalization/Medical Coverage and Dental/Optical Benefits.** Regular full-time employees will be eligible for those benefits provided for in M.C.T.W.F. Plan 125. The Employer shall be held harmless and no grievance shall result from changes to benefit levels made by M.C.T.W.F.

The Employer will provide and pay the full premium cost of Dental and Optical Benefits set forth in the Michigan Conference of Teamsters Welfare Plan 125. During the term of this Agreement the Board will determine its contribution towards the cost of M.C.T.W.F. Plan 125 Base Medical Benefits, SOA (Cancer Coinsurance) Benefits Riders, and Prescription Drug Benefits using either Hard Caps, eighty percent (80%) or Board action to exempt itself from those requirements set forth in SB7, PA 152. All premium costs above those remitted by the Employer will be paid by the participating employees through bi-weekly payroll deduction.

Correction  
1/9/12  
WAS

**ARTICLE 20**  
**RETIREMENT**

**SECTION 1.** Regular employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall be covered by such retirement system under the B-4, Plan, with the full difference from the B-3 to B-4 Plan to be paid by the employee, with the F-55/15 years waiver, V-10 and E-2 and FAC-3 riders. The employee shall contribute 2.3% of employee's salary to the Pension Plan, as well as the above difference from the B-3 to B-4 Plan, through payroll deduction. If available by MERS, employee has option to purchase two (2) years generic time. Employees hired after the execution of this Agreement will be covered by MERS B-2 Retirement Plan. Part-time employees hired prior to the execution date of this Agreement who move to full-time positions shall remain eligible for the MERS B-3 Retirement Plan. **-ADDED LANGUAGE FOR EXPLANATION OF BENEFITS FOR B-2 ON UPDATED FORM.**

**SECTION 2.** Further provided, if an employee terminates his/her employment with the County with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1<sup>st</sup>, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years, including fractions, worked up to a maximum of the last six (6) years under this Plan after January 1<sup>st</sup>, 1983. **Employees who voluntarily quit or are terminated with just cause will not receive the four percent (4%) payment set forth in this Section.**

**ARTICLE 21**  
**UNIFORM ALLOWANCE**

The Employer shall furnish a complete applicable uniform for any starting Deputy Sheriff or Corrections Officer, provided, however, that uniforms shall be returned upon termination of employment. The Employer shall pay a uniform maintenance allowance of six hundred dollars (\$600.00) on the first payroll period after October 1 of each year for each full-time uniformed employee covered by this Agreement that has completed at least one (1) year of service by that October 1<sup>st</sup>.

**ARTICLE 22**  
**TRAVEL ALLOWANCE**

The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

**SECTION 1.** Mileage Allowance.

- A. The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- B. Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.

CORRECTED  
1/17/12  
Corrected

**SECTION 11.** Full-time employees will be given the opportunity for scheduled overtime by seniority, except in emergencies.

**SECTION 12.** Employees may choose to take compensatory time in lieu of any paid overtime up to a maximum of one hundred (100) hours. Employee to take no more than two (2) consecutive days of compensatory time. Time earned must be used within the calendar year or shall be forfeited.

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**ARTICLE 18**  
**INSURANCES**

**SECTION 1. Hospitalization/Medical Coverage and Dental/Optical Benefits.** Regular full-time employees will be eligible for those benefits provided for in M.C.T.W.F. Plan 125. Should any benefit plan changes be made by M.C.T.W.F., the Employer shall not be held liable.

The Employer will provide and pay the full premium cost of Dental and Optical Benefits set forth in the Michigan Conference of Teamsters Welfare Plan 125. During the term of this Agreement the Board will determine its contribution towards the cost of M.C.T.W.F. Plan 125 Base Medical Benefits, SOA (Cancer Coinsurance) Benefits Riders, and Prescription Drug Benefits using either Hard Caps, eighty percent (80%) or Board action to exempt itself from those requirements set forth in SB7, PA 152. All premium costs above those remitted by the Employer will be paid by the participating employees through bi-weekly payroll deduction.

1-17-12  
Corrected

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Employees hired after the execution of this Agreement will be covered by MERS B-2, 55/15, FAC-3 Rider with an E-2 Rider Retirement Plan. Part-time employees hired prior to the execution date of this Agreement who move to full-time positions shall remain eligible for the MERS B-4 Plan, with the full difference from the B-3 to B-4 Plan to be paid by the employee, with the F-55/15 years waiver, V-10 and E-2 and FAC-3 riders.

**SECTION 2.** Further provided, if an employee terminates his/her employment with the County with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1<sup>st</sup>, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years worked under this Plan after January 1<sup>st</sup>, 1983. Employees who are terminated will not receive the four percent (4%) payment set forth in this Section.

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- B. Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.

# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	<b>Commissioner Per Diems and Expenses</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
Board to review Commissioner per diems and expenses as recently submitted for payment	
<b>RECOMMENDED MOTION</b>	
To approve Commissioner per diems and expenses as recently submitted for payment.	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>



**MENOMINEE COUNTY  
BOARD OF COMMISSIONERS  
REIMBURSEMENT VOUCHER**

**RECEIVED**  
12/27/11  
Menominee County Administrator

Mileage: \$~~51~~<sup>55</sup>/mile ~ effective 01 Jan. 2011  
•555

\*Meals Breakfast ~ up to \$7.50  
Lunch ~ up to \$10.00  
Dinner ~ up to \$17.50

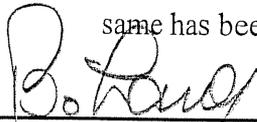
\*must attach receipt for reimbursement

Name: **Bernie Lang ~ District 1**

2011

Date	Mileage, meals, Bridge Tolls, Lodging, etc.	Account Number	Amount
12-1	UPCAD 104	101-101-860.01	
12-1	WKS! 30	101-101-860.01	
12-2	UPCAD —	101-101-860.01	
12-13	CO. BD. 3	101-101-860.01	
12-15	PH. 144	101-101-860.01	
12-16	CAA 104	101-101-860.01	
12-21	WKS 118	101-101-860.01	
12-21	PUB. HEALTH 88	101-101-860.01	
12-27	CO. BD. 3	101-101-860.01	
12-27	SOC. SERV 3	101-101-860.01	
		101-101-860.01	
	597	101-101-860.01	
	Conference Expenses .555		
		101-101-859.00	
	331.34	101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
<b>Total Mileage, Meals, Lodging &amp; Conference Expenses to be reimbursed</b>			<b>331.34</b>

It is hereby certified that the above account is true and correct and that no part of the same has been paid.



Signed

12-27-11

Date



MENOMINEE COUNTY  
BOARD OF COMMISSIONERS  
REIMBURSEMENT VOUCHER

**RECEIVED**  
1/3/2012  
Menominee County Administrator

Mileage: \$.555/mile ~ effective 01 Jan. 2011

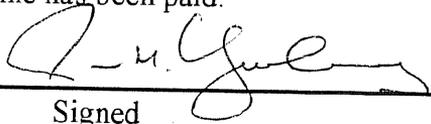
\*Meals      Breakfast ~ up to \$7.50  
                Lunch ~ up to \$10.00  
                Dinner ~ up to \$17.50

\*must attach receipt for reimbursement

Name: James Furlong ~ District 2

Date	Mileage, meals, Bridge Tolls, Lodging, etc.	Account Number	Amount
12-1-2011	Menominee - Escanaba 116 miles	101-101-860.02	64.38
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
		101-101-860.02	
	<b>Conference Expenses</b>		
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
<b>Total Mileage, Meals, Lodging &amp; Conference Expenses to be reimbursed</b>			64.38

It is hereby certified that the above account is true and correct and that no part of the same has been paid.



Signed

1-3-12

Date



MENOMINEE COUNTY  
BOARD OF COMMISSIONERS  
REIMBURSEMENT VOUCHER

Rec  
12/27/11  
BAS

Mileage: \$.51/mile ~ effective 01 Jan. 2011  
1555

\*Meals Breakfast ~ up to \$7.50  
Lunch ~ up to \$10.00  
Dinner ~ up to \$17.50

\*must attach receipt for reimbursement

Name: Mark Jasper ~ District 5

Date	Mileage, meals, Bridge Tolls, Lodging, etc.	Account Number	Amount
12/1/11	Men Remonumentation 400	101-101-860.05	50 mile
12/6/11	Step PARKS 630	101-101-860.05	40 miles
12/12/11	POWER Health personal 430	101-101-860.05	33 miles
12/13/11	Men personal and M.M.C. 430	101-101-860.05	50 miles
12/24/11	POWER Health meet 430	101-101-860.05	33 miles
12/27/11	Men M.M.C. meet 630	101-101-860.05	96 miles
		101-101-860.05	
		101-101-860.05	302
		101-101-860.05	<del>55.5</del>
		101-101-860.05	\$162.61
		101-101-860.05	
<b>Conference Expenses</b>			
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
		101-101-859.00	
<b>Total Mileage, Meals, Lodging &amp; Conference Expenses to be reimbursed</b>			<b>4167.00</b>

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed \_\_\_\_\_

12/27/11

Date \_\_\_\_\_





# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	Miscellaneous Bills
<b>DEPARTMENT:</b>	Administration
<b>ATTACHMENTS:</b>	Yes
<b>SUMMARY:</b>	
Board to review recently submitted Miscellaneous Bills as paid on Jan. 5, 2012 in the amount of \$86,370.50	
<b>RECOMMENDED MOTION</b>	
To approve Miscellaneous Bills as paid on Jan. 5, 2012 in the amount of \$86,370.50	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

**COUNTY BOARD ACTION**

**DATE:**

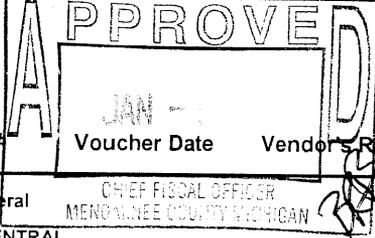
	Approved
	Disapproved
	Approved with the following change(s):

**General Fund Expenditures**

101-101 Board of Commissioners  
101-103 Other Legislative  
101-131 Circuit/Family Court  
101-132 Family Court  
101-136 District Court  
101-141 Friend of Court  
101-148 Probate Court  
101-150 Jury Commission  
101-172 County Administrator  
101-192 Board of Canvassers  
101-211 Legal  
101-215 County Clerk  
101-253 County Treasurer  
101-257 Equalization  
101-261 MSU Extension  
101-262 Elections  
101-265 Courthouse Grounds  
101-267 Prosecuting Attorney  
101-268 Register of Deeds  
101-275 Drain Commissioner  
101-301 Sheriff Department  
101-331 Marine Law  
101-332 Snowmobile Law  
101-334 Off-Road Recreational Vehicle  
101-335 ATV Education  
101-401 Planning Commission  
101-426 Emergency Management  
101-526 Waste Management  
101-601 Health & Welfare  
101-635 B&G/Hospital Operation  
101-648 Medical Examiner  
101-681 Vets Burial & Relief  
101-682 Veterans Affairs  
101-728 Economic Development  
101-997 Appropriations  
101-999 Operating Transfers

**Special Revenue Funds**

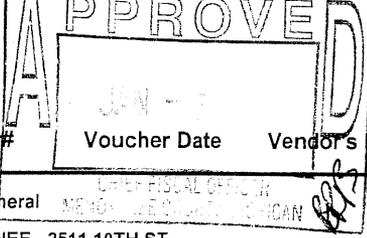
205 Road Patrol  
208 County Parks  
215 Friend of Court  
220 Park Improvements  
243 Remonumentation  
249 Building Code  
256 ROD - Automation Fund  
264 Local Corrections Officers Training  
265 Drug Law Enforcement Forfeiture  
266 E911  
269 Law Library  
271 County Library  
272 CDBG - Wells Fargo Grant  
274 CDBG - County  
276 CERT-Citzns Emerg. Response Team  
277 LEPC  
280 Inmate Canteen fund  
281 K-9  
282 Justice Training  
284 Revenue Sharing  
285 Senior Citizens  
292 Child Care  
294 Veterans' Trust  
296 Special Child Care Funds  
  
516 DTRF-Delinquent Tax Revolving Fund  
517 DTRF-PA 123 Foreclosure



MENOMINEE COUNTY  
Claims Audit Report

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
CHIEF FISCAL OFFICER MENOMINEE COUNTY MICHIGAN								
<b>AIRGAS NORTH CENTRAL</b>								
	21723	12/20/2011	105098414	Oxygen USP (x2)	205-315-755.00	8.66		\$8.66
<b>ALGER-DELTA COOPERATIVE ASSOCI</b>								
	21824	12/31/2011	370500	Shakey Lakes Park Electrical	208-751-920.01	133.01		\$412.79
	21825	12/31/2011	380300	Shakey Lakes Park Electrical	208-751-920.01	26.97		
	21826	12/31/2011	379700	Shakey Lakes Park Electrical	208-751-920.01	36.82		
	21827	12/31/2011	383200	Shakey Lakes Park Electrical	208-751-920.01	26.97		
	21828	12/31/2011	383001	Shakey Lakes Park Electrical	208-751-920.01	35.35		
	21829	12/31/2011	1503500	Shakey Lakes Park Electrical	208-751-920.01	26.97		
	21830	12/31/2011	383301	Shakey Lakes Park Electrical	208-751-920.01	26.97		
	21831	12/31/2011	369802	Shakey Lakes Park Electrical	208-751-920.01	34.03		
	21832	12/31/2011	367200	Shakey Lakes Park Electrical	208-751-920.01	38.73		
	21833	12/31/2011	367100	Shakey Lakes Park Electrical	208-751-920.01	26.97		
<b>AT&amp;T - Carol Stream, IL</b>								
	21737	12/19/2011	906863661412	December 19 - January 18, 2012	266-325-850.00	406.85		\$2,011.79
	21793	12/19/2011	906863202312	December 19 - January 18	101-103-850.00	643.80		
	21821	12/19/2011	906863444112	December 19 - January 18, 2012	101-103-857.00	961.14		
<b>AT&amp;T Long Distance</b>								
	21794	12/19/2011	854528091	Telephone Services	101-103-850.00	200.30		\$200.30
<b>B L R</b>								
	21722	12/12/2011	2 - 7032186	Teens & Sexual Harassment	205-315-727.00	129.12		\$129.12
<b>Banc of America Leasing</b>								
	21796	12/23/2011	012040537	Probation/Parole Office	101-131-942.00	148.14		\$736.79
	21814	12/23/2011	012040538	January 2012	101-301-934.00	334.83		
	21814	12/23/2011	012040538	January 2012	101-261-942.00	253.82		
<b>Bastien Family Enterprises, LL</b>								
	21780	12/27/2011	December 2011	Tax Forfeiture Notifications (Oct - Dec 2	517-252-801.00	2,592.00		\$2,592.00
<b>Baxa Contracting Company</b>								
	21795	1/4/2012	Milam	Roof Replacement	274-690-809.62	2,577.00		\$2,577.00
<b>Bob Barker Company, Inc.</b>								
	21712	12/15/2011	WEB000198650	Inmate Supplies	101-301-770.00	88.44		\$88.44
<b>Body Works Plus</b>								
	21729	11/17/2011	1969518525	2011 Chevy Impala - Deductable	205-315-934.02	250.00		\$250.00
<b>BP</b>								
	21741	1/2/2012	32744594	Gasoline Sales - December 2011	249-371-742.00	75.72	x	\$75.72
<b>Brunelle, Jennifer</b>								
	21806	1/4/2012	4690	Mileage - December 2011	296-664-860.00	77.15		\$77.15
<b>Burnham &amp; Flower of Michigan</b>								
	21744	12/27/2011	35740	11-12 Winter Tax Bond	101-253-830.00	1,301.00		\$1,301.00
<b>BUSINESS ON WHEELS</b>								
	21770	12/30/2011	11064	1998 Dodge Ram - Seasonal Maintenar	101-265-934.00	271.65		\$271.65
<b>Carquest Auto Parts</b>								
	21730	12/19/2011	2825-197902	Parts for 2009 Chevy Impala	205-315-934.02	50.97		\$50.97
<b>Center for Education &amp;</b>								
	21706	12/14/2011	06617894	Deskbook Encyclopedia of Publi Emp. I	101-301-727.00	124.95		\$124.95

MENOMINEE COUNTY  
Claims Audit Report

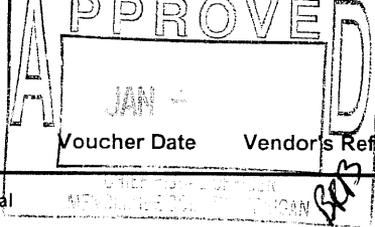


Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
CITY OF MENOMINEE - 2511 10TH ST.								
	21799	12/31/2011	20102038	Water & Sewer 10/1/11 - 12/31/11	101-265-920.00	2,304.16		\$3,600.19
	21800	12/31/2011	90103011	October 1, 2011 - December 31, 2011	101-265-920.00	31.36		
	21801	1/5/2012	February 2012	Monthly Rent	266-326-942.00	351.67		
	21809	1/4/2012	4693	Ice Rink Attendant - Duby Park - 2012	296-667-801.01	324.00	x	
	21810	1/4/2012	3082	Warming House Door - Duby Park	296-667-801.01	589.00	x	
CLOVERLAND PAPER CO								
	21760	12/29/2011	97342	Toilet Tissue, Liner	101-265-755.01	126.68		\$126.68
CMP Distributors								
	21724	12/17/2011	30104	Buck Reduced Recoil (x3)	205-315-755.02	280.50		\$280.50
Coast to Coast Computer Prod.								
	21734	12/21/2011	A839387	FOC - Toner Cartridges	101-141-931.00	496.00		\$496.00
Dennis-Ruleau, Dawn								
	21807	1/4/2012	4691	Crisis Intervention - December 2011	296-668-801.00	530.00		\$530.00
Dickinson County Treasurer								
	21732	12/1/2011	West Law 2011	3rd & 4th Quarters	269-145-801.00	6,160.89		\$6,160.89
Dreamscape Communications								
	21754	12/20/2011	w2035	Annex - Wireless Internet	101-261-850.00	69.99		\$69.99
DTE Energy								
	21740	12/22/2011	4622 452 0001 1	Annex - Heating	101-261-920.04	164.10		\$164.10
ESSER PAINT & GLASS								
	21764	12/5/2011	12/5/11	Safety Glass (x2)	101-265-755.00	39.00		\$39.00
EVANS, JOHN RN								
	21813	1/4/2012	Medical Examiner	October, November, December 2011	101-648-709.00	720.00		\$1,320.00
	21813	1/4/2012	Medical Examiner	October, November, December 2011	101-648-835.00	600.00		
FASTENAL								
	21786	12/20/2011	WIMAR117386	Disposable Foam Ear Plugs (x200)	101-265-755.00	37.34		\$37.34
FRIEND OF COURT								
	21781	1/4/2012	Reimbursement	Replenish FOC Petty Cash - Batteries	101-141-931.00	5.00	x	\$5.00
Friends Ofc Prod Whse Direct								
	21745	12/30/2011	015644I	Desktop Calendar & Binders	101-257-727.00	34.27		\$34.27
Furlong, James								
	21749	1/3/2012	Reimbursement	Mileage - December 2011	101-101-860.02	64.38		\$64.38
GAMBLES STORE								
	21783	10/26/2011	10/26/11	October/November - 12 Gal Stain	208-751-755.02	141.48		\$141.48
Good Source								
	21713	12/28/2011	S10271295	Inmate Groceries	101-301-770.00	703.92		\$1,122.62
	21717	12/21/2011	S10271050	Inmate Groceries	101-301-770.00	418.70		
Gregory, Raymond G.								
	21804	12/28/2011	2011-144-MI	Court Appointed Legal - Hayes	101-148-807.00	125.00		\$125.00
HAUPT DR PAUL/MEDICAL EXAMINER								
	21811	1/4/2012	Medical Examiner	October, November, December 2011	101-648-709.00	4,830.00		\$4,875.00
	21811	1/4/2012	Medical Examiner	October, November, December 2011	101-648-727.00	45.00		
Hi Tec Building Services								
	21784	12/30/2011	00273	Cleaning of Courthouse for December 2	101-265-801.00	1,495.00		\$1,495.00

**MENOMINEE COUNTY  
Claims Audit Report**

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
<b>IMAGEWORKS</b>								
	21776	9/22/2011	4133	Pants & Shirts (Al Thompson)	101-265-745.00	163.75		\$163.75
<b>J S ELECTRONICS, INC.</b>								
	21726	12/20/2011	16900	Battery for Laptop	205-315-934.00	215.00		\$1,121.42
	21727	12/23/2011	16901	Speaker Driver & Lamp Assembly	205-315-934.02	258.92		
	21728	12/28/2011	16904	Squad 5512 - Lightbar	205-315-934.02	222.50		
	21802	1/1/2012	16917	Tower Lease for January 2012	266-325-942.00	425.00		
<b>Jasper, Mark</b>								
	21748	12/27/2011	Reimbursement	Mileage - December 2011	101-101-860.05	167.00		\$167.00
<b>Jerzyk, Audrey</b>								
	21700	12/17/2011	Reimbursement	Mileage for Parks Committee	208-751-860.00	13.88		\$13.88
<b>Joel Hensley, RN</b>								
	21690	12/21/2011	Blood Draw	M. Kwiatkowski (12/16/11)	101-267-801.01	100.00		\$7,080.00
	21720	1/1/2012	Nursing Services	November 5 - November 18, 2011	101-301-770.01	1,365.00		
	21721	1/1/2012	Nursing Services	November 18 - December 3, 2011	101-301-770.01	1,365.00		
	21743	12/31/2011	Blood Draw	R.K., T.C., C.M. (12/31/11)	101-267-801.01	300.00		
	21812	1/4/2012	Medical Examiner	October, November, December 2011	101-648-709.00	2,475.00		
	21812	1/4/2012	Medical Examiner	October, November, December 2011	101-648-835.00	1,475.00		
<b>K MART 7031</b>								
	21707	11/11/2011	0703111111100622860	Alarm Clock	101-301-727.00	7.99		\$7.99
<b>Kulwich, Gerald</b>								
	21805	1/4/2012	4689	Mileage for December 2011	296-665-860.00	229.99		\$229.99
<b>Lang, Bernard</b>								
	21750	12/27/2011	Reimbursement	Mileage - December 2011	101-101-860.01	331.34		\$331.34
<b>LENCA SURVEYING</b>								
	21777	12/23/2011	11165	Project Year 2011 - (Nov 28 - Dec 23)	243-245-801.07	1,178.00		\$1,178.00
<b>Linda A. Menacher</b>								
	21692	12/29/2011	Transcripts	Strickland (x2) & Higgins - ordered by K	101-136-806.00	207.05		\$230.75
	21693	12/29/2011	Transcript	Extra Copy of Noha - ordered by Merkel	101-267-806.00	23.70		
<b>Linderoth, Janis</b>								
	21699	12/27/2011	Reimbursement	Mileage for U.P. State Fair Authority	101-101-860.09	48.84		\$97.68
	21803	12/2/2011	Reimbursement	UP State Fair Authority - Mileage	101-101-860.09	48.84		
<b>Lufts Advertiser</b>								
	21819	12/26/2011	December 2011	Advertising	101-101-901.00	50.00		\$75.75
	21819	12/26/2011	December 2011	Advertising	101-253-901.00	25.75		
<b>Manpower</b>								
	21694	12/18/2011	23354054	Week Ending 12/18/11 - Regina Mistark	101-141-704.00	590.00		\$1,357.00
	21769	1/1/2012	23413234	Week Ending 1/1/12 - Regina Mistark	101-141-704.00	295.00		
	21782	12/25/2011	23388792	Week Ending 12/25/11 - Regina Mistark	101-141-704.00	472.00		





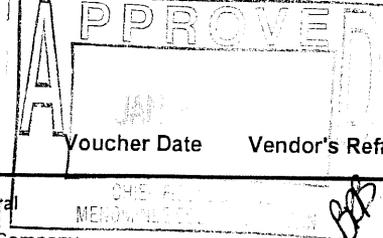
MENOMINEE COUNTY  
Claims Audit Report

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
<b>Mastercard</b>								<b>\$689.97</b>
21705	12/12/2011	Credit Card	St. Ignace EZ Mart	101-301-742.00	41.00	x		
21705	12/12/2011	Credit Card	Red Lobster	101-301-860.00	107.75	x		
21705	12/12/2011	Credit Card	Meijer	101-301-742.00	40.00	x		
21705	12/12/2011	Credit Card	Wesco	101-301-742.00	17.00	x		
21705	12/12/2011	Credit Card	Shell Oil	101-301-742.00	42.98	x		
21705	12/12/2011	Credit Card	Holiday Inn Express	101-301-860.00	88.56	x		
21705	12/12/2011	Credit Card	Holiday Inn Express	101-301-860.00	88.56	x		
21705	12/12/2011	Credit Card	Lexisnexis Risk Management	101-301-727.00	200.00	x		
21705	12/12/2011	Credit Card	Intelius SB	101-301-727.00	19.95	x		
21705	12/12/2011	Credit Card	Arby's	101-301-860.00	21.76	x		
21705	12/12/2011	Credit Card	Rapid River Mini Mart	101-301-860.00	6.26	x		
21705	12/12/2011	Credit Card	USPS	101-301-729.00	16.15	x		
<b>Maus, Sarah</b>								<b>\$15.82</b>
21739	12/29/2011	Reimbursement	Mileage (October - December 2011)	101-253-860.00	15.82			
<b>Menards - Marinette</b>								<b>\$46.08</b>
21755	12/27/2011	136	Bulbs & Instant Water Stop	101-265-755.00	46.08			
<b>MENOMINEE ANIMAL SHELTER</b>								<b>\$261.66</b>
21756	12/23/2011	1011	October 2011 Impounding	101-601-958.00	174.44			
21757	12/23/2011	1111	November 2011 Impounding	101-601-958.00	87.22			
<b>MENOMINEE COUNTY JOURNAL</b>								<b>\$30.00</b>
21711	1/3/2012	Subscription	One Year Subscription - Sheriff's Depar	101-301-755.00	30.00			
<b>MENOMINEE COUNTY TREASURER</b>								<b>\$203.72</b>
21701	1/4/2012	Reimbursement	Postage	101-301-729.00	16.15	x		
21701	1/4/2012	Reimbursement	Meeting Downstate (J.A.)	101-301-860.00	56.66	x		
21701	1/4/2012	Reimbursement	Transport to Baraga pick up (x2)	101-301-860.00	15.86	x		
21701	1/4/2012	Reimbursement	Cedar Creek Kennel - Gracie	101-301-881.01	52.00	x		
21702	1/4/2012	Reimbursement	JA Meeting - Drust	101-301-860.00	11.34	x		
21702	1/4/2012	Reimbursement	Armour School - Studer	101-301-881.00	44.71	x		
21702	1/4/2012	Reimbursement	Transport Baraga	205-315-860.00	7.00	x		
<b>MENOMINEE MEDICAL CLINIC</b>								<b>\$171.00</b>
21718	12/29/2011	4437 10	J. Brock	101-301-770.01	171.00			
<b>MGT of America, Inc.</b>								<b>\$1,000.00</b>
21733	12/27/2011	21429	DHS 286 Billings for Oct, Nov & Dec 20	101-141-801.00	1,000.00			
<b>MI Asso. of County Clerks</b>								<b>\$200.00</b>
21697	1/4/2012	Dues	2012 Association Dues	101-215-802.00	200.00			
<b>MICH ASSN OF REGISTER OF DEEDS</b>								<b>\$187.00</b>
21698	1/4/2012	Dues	Annual Membership Dues - Kleiman & f	101-268-802.00	187.00			
<b>Michigan Municipal Risk</b>								<b>\$28,721.00</b>
21797	1/1/2012	93648-2	October 2011 - September 30, 2012	101-103-831.00	28,721.00			
<b>MID-COUNTY SMALL ENGINES, LLC</b>								<b>\$22.00</b>
21771	12/6/2011	709	Parks Equipment Supplies	208-751-930.02	22.00			
<b>MILLERS ACTION OFFICE SUPPLY I</b>								<b>\$221.51</b>
21736	12/27/2011	082501	Stores Boxes, Pens, Correction Tape, F	266-325-727.00	32.59			
21742	12/29/2011	082550	Treasurer's Office - Wall Calendar, Ribt	101-253-727.00	34.95			
21746	1/3/2012	082592	Calculator Ribbons	101-215-727.00	7.98			
21822	1/4/2012	082693	Mobile Cart - Admin Office	101-103-755.00	145.99			

**MENOMINEE COUNTY  
Claims Audit Report**

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
<b>Bank Account: General</b>								
MMTA	21753	1/3/2012	Dues	2012 MMTA Dues - Lesperance	101-253-802.00	50.00		\$50.00
MOORE MEDICAL CORP	21719	12/21/2011	97067578 RI	Inmate Medical Supplies	101-301-770.01	219.80		\$219.80
NMU Financial Services	21725	12/16/2011	mecosh-50	Evidence Technician Update - Menache	205-315-881.03	174.00		\$174.00
Office Depot, Inc.	21779	12/21/2011	59126345001	District Court - Office Supplies & Toner	101-136-727.00	90.67		\$90.67
PAIDL'S TRUE VALUE HARDWARE	21773	12/2/2011	B32469	Bulbs for Women's Restroom at Library	101-265-755.00	23.98		\$75.00
	21774	12/5/2011	B32612	Halo Lamp	208-751-755.02	5.49		
	21775	12/6/2011	A31435	Pipe Insulation, Copper Caps, Rescue 1	208-751-755.02	45.53		
Pan-O-Gold Baking Co.	21714	12/20/2011	00040683135404	Inmate Groceries	101-301-770.00	46.76		\$94.50
	21715	12/13/2011	00040683134704	Inmate Groceries	101-301-770.00	47.74		
Pearson, Jim	21747	12/28/2011	Reimbursement	Mileage - December 2011	101-101-860.03	115.44		\$115.44
Quill Corporation	21691	12/14/2011	8689197	PA's Office Supplies	101-267-727.00	152.44		\$192.20
	21709	12/23/2011	8885539	Batteries, Binder Clips, Stamp	101-301-727.00	39.76		
Randall Phillipps	21735	12/30/2011	08-12351-DS	Court Appointed Legal - Halfaday	101-131-807.00	37.50		\$62.50
	21751	1/3/2012	1987-4929-DP	Court Appointed Legal - Cummings	101-132-807.00	12.50		
	21752	1/3/2012	Various Cases	Court Appointed Legal - Holstrom	101-132-807.00	12.50		
Reinhart Foodservice	21716	12/20/2011	987873	Inmate Groceries	101-301-770.00	605.11		\$605.11
S & O LOCK AND PHONE SERVICE	21708	12/30/2011	32985	Fit Keys to Lock & Padlock	101-301-727.00	45.10		\$45.10
Sherwin Williams Company	21758	12/27/2011	8443-6	Jail Frame Brown Paint	101-265-755.00	41.34		\$41.34



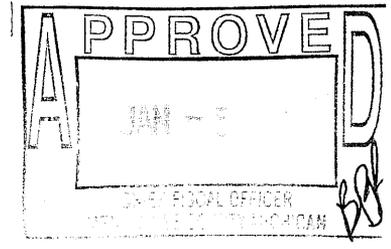


MENOMINEE COUNTY  
Claims Audit Report

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
Standard Insurance Company								
	21798	1/4/2012	January 2012	Life Insurance	101-101-713.00	11.50		\$197.80
	21798	1/4/2012	January 2012	Life Insurance	101-132-713.00	6.32		
	21798	1/4/2012	January 2012	Life Insurance	101-136-713.00	11.50		
	21798	1/4/2012	January 2012	Life Insurance	101-141-713.00	9.20		
	21798	1/4/2012	January 2012	Life Insurance	101-148-713.00	0.58		
	21798	1/4/2012	January 2012	Life Insurance	101-215-713.00	11.50		
	21798	1/4/2012	January 2012	Life Insurance	101-172-713.00	4.60		
	21798	1/4/2012	January 2012	Life Insurance	101-261-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	101-267-713.00	9.20		
	21798	1/4/2012	January 2012	Life Insurance	101-268-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	101-253-713.00	6.90		
	21798	1/4/2012	January 2012	Life Insurance	101-257-713.00	4.60		
	21798	1/4/2012	January 2012	Life Insurance	101-265-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	101-301-713.00	46.00		
	21798	1/4/2012	January 2012	Life Insurance	101-682-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	101-103-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	101-426-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	271-790-713.00	9.20		
	21798	1/4/2012	January 2012	Life Insurance	296-663-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	296-664-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	296-665-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	208-751-713.00	4.60		
	21798	1/4/2012	January 2012	Life Insurance	205-316-713.00	2.30		
	21798	1/4/2012	January 2012	Life Insurance	205-315-713.00	20.70		
	21798	1/4/2012	January 2012	Life Insurance	266-325-713.00	16.10		
	21798	1/4/2012	January 2012	Life Insurance	266-326-713.00	2.30		
Subway Sandwiches & Salads								
	21808	1/4/2012	4692	Teen Court Training	296-667-801.02	102.00		\$102.00
The Ebco Company, LLC								
	21778	12/22/2011	011205	Legal Size Folders - District Court	101-136-727.00	423.00		\$423.00
The First National Bank&Trust								
	21768	12/30/2011	628840339	Service Charge for FOC account	101-141-817.00	31.40		\$31.40
Time Warner Cable								
	21785	12/20/2011	004-700185701-001	December 25, 2011 - January 24, 2012	101-103-851.01	329.95		\$329.95
TWIN CITY ELECTRIC, Inc.								
	21759	12/6/2011	80442	Bulbs	101-265-755.00	61.10		\$61.10
U P A A								
	21703	1/4/2012	Registration	Lesperance/Englund	101-253-860.00	30.00		\$50.00
	21703	1/4/2012	Registration	Schroud	101-257-802.00	20.00		
U.E.S. COMPUTERS, INC.								
	21765	1/2/2012	58984	Monthly DVD Backup - December 2011	101-103-857.00	100.00		\$2,465.00
	21766	12/28/2011	34566	Mekash User Accounts Set up, District I	101-103-857.00	95.00		
	21767	1/2/2012	34607	Sara Maus Computer Maintenance	101-103-857.00	35.00		
	21790	12/21/2011	34560	Brian Bousley's Computer - Fake AV Pr	101-103-857.00	95.00		
	21791	12/21/2011	34453	Setup New System for EMS Coordinato	101-103-857.00	125.00		
	21792	12/21/2011	34550	Lock Down Printer - Public Access	101-103-857.00	35.00		
	21823	12/28/2011	58917	New Workstation - Admin Office	101-103-970.07	1,980.00		
US Bancorp Equip Finance Inc.								
	21710	12/14/2011	192611713	Konica Copier at Sheriff's Department	101-301-727.00	66.76		\$66.76

**MENOMINEE COUNTY  
Claims Audit Report**

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
<b>Bank Account: General</b>								
Valenti, Susan F.	21738	12/9/2011	Reimbursement	Meals & Mileage - December 2011	101-131-860.00	195.40		\$195.40
Verizon Wireless	21761	12/22/2011	386298889-00001	Cellular Services (Nov 23 - Dec 22)	101-265-850.01	157.64		\$157.64
Waste Management	21772	1/1/2012	1327602-1856-1	January 2012	101-265-801.00	407.49		\$407.49
Wil-Kil Pest Control	21787	12/16/2011	1965954	Courthouse	101-265-801.00	60.00		\$60.00
<b>WISCONSIN PUBLIC SERVICE CORP - P O BOX 19003</b>								
	21762	12/28/2011	0402191663-00001	Health Department - Electrical & Gas	101-265-920.03	275.10		\$4,572.22
	21762	12/28/2011	0402191663-00001	Health Department - Electrical & Gas	101-265-920.04	349.05		
	21763	12/28/2011	0402047856-00004	Courthouse - Heating	101-265-920.04	3,850.18		
	21788	12/23/2011	1067591342-00000	Bailey House	208-751-920.01	23.13		
	21788	12/23/2011	1067591342-00000	Kleinke Park Street Lighting	208-751-920.01	29.03		
	21788	12/23/2011	1067591342-00000	Bailey Park Street Lighting	208-751-920.01	12.65		
	21789	12/23/2011	0402047856-00006	Stoney Point Street Lighting	208-751-920.01	33.08		
	21789	12/23/2011	0402047856-00006	Stoney Point Street Lighting	208-751-920.01	33.08		
Zeratsky Extreme Heating &	21731	12/19/2011	3903	Refrigerator Maintenance at Jail	101-265-755.00	65.00		\$65.00
<b>Total Amount for Bank Account: General</b>								<u>\$86,370.50</u>



# MENOMINEE COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>SUBJECT:</b>	Miscellaneous Boards/Committees/Commission Reports
<b>DEPARTMENT:</b>	Administration
<b>ATTACHMENTS:</b>	Yes
<b>SUMMARY:</b> Miscellaneous reports discussed at the 1/10/12 County Board meeting	
<b>RECOMMENDED MOTION</b>  To approve the miscellaneous reports discussed at the 1/10/12 County Board meeting	

Submitted by:     Brian Bousley    

    01/20/2012      
Date

**WORKSHOP ACTION**

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

**COUNTY BOARD ACTION**

**DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

# MENOMINEE COUNTY BUILDING CODE DEPARTMENT

S904 US HIGHWAY 41 STEPHENSON, MI 49887  
PHONE: 906-753-6343 www.menomineecounty.com FAX:906-753-2200

## MONTHLY BUILDING PERMIT REPORT

01/06/2012

PERMIT#	DATE ISSUED	OWNER	ADDRESS	TWP.	PERMIT FEE
P12641-11	12/05/11	CURTICE EMILIE &	N6490 CO RD 577	MELLEN TWP.	\$236.28
Work :	4.MANUFACTURED	INSTALL DOUBLE WIDE			009-116-008-00
P12642-11	12/06/11	WISCONSIN ELECTRIC POWER CO	CHALK HILLS DAM	HOLMES TWP.	\$75.00
Work :	9.DEMOLITION	DEMO 950 SQ. FT. BUILDING AT W9316 CHALK HILLS RD.			006-218-001-00

**Total Permits** **2**

**Total Fees** **\$311.28**



# Public Health Delta & Menominee Counties



## Board of Health Meeting

Pinecrest Medical Care Facility, Powers

### Meeting Minutes

Wednesday, November 9, 2011

#### Board Members Present

Bob Burie

Tom Trudgeon

Bernie Lang

Mark Jasper

Tom Elegeert

#### Board Members Absent

Mary Harrington (excused)

#### Public Health Staff

Mike Snyder, Acting Health Officer/ Administrator

Dr. Terry Frankovich, Medical Director

Casey Young, Community Health Promotion Director

Sharon Engelsingjerd, Executive Secretary

#### 1. Call to Order/Roll Call

The November 9, 2011, meeting of the Delta-Menominee District Board of Health was called to order at 4:30 p.m. CST by Chairman Lang. Roll call was taken and is recorded above. (Though not present at roll call, Mr. Jasper arrived at 4:34.)

#### 2. Approval of Agenda

Mr. Trudgeon requested that Audit Funding be added as item 3a.

**Mr. Burie moved to approve the agenda with the addition. Motion was supported by Mr. Trudgeon and carried.**

#### 3. Approval of Minutes

**Mr. Trudgeon moved that the minutes of September 21, 2011 be approved. Motion was supported by Mr. Elegeert and carried.**

#### 3a. Audit Funding

According to the August 17 meeting minutes, a proposal was to be presented to the Board in the September meeting to address a change in the Health Department's audit procedures and funding. Absent from the September meeting, Mr. Trudgeon asked if that change had been addressed. Mr. Snyder said information was still being collected

on the subject, and he anticipated the proposed change would be presented in the December meeting. The issue remains open at this time.

4. **Educational Session: WIC & Peer Counseling**

Casey Young, PHDM's Registered Dietitian and Breastfeeding Coordinator, reviewed the WIC (Women, Infants, and Children) program at PHDM. Last year PHDM received about \$250,000 of this federal funding. The program serves low and moderate income pregnant, breastfeeding, and postpartum women, infants, and children up to age 5 years who have a nutrition-related health problem. The PHDM program includes a nutritionist and three nurses who have received special training to be Lactation Specialists.

This year PHDM received a \$44,000 grant for a WIC Peer Counseling Program. The goals of the program are to increase the number of women who breastfeed their infants, increase the duration of their breastfeeding, and provide support to women throughout the infant's first year of life. PHDM has hired a Peer Counselor who will support WIC moms individually and through classes, providing educational materials, resource information, referrals when necessary, and equipment to aid them in their breastfeeding efforts. WIC and this Peer Counseling Program will encourage moms to breastfeed and so help moms and babies be healthier and happier

5. **Medical Director's Report**

Dr. Frankovich reported:

- The flu is currently sporadic locally and nationally, but it is expected to peak around February. Studies have shown that the flu vaccine is 80% protective for 2- to 7-year-olds and 60% protective for adults less than 65 years. (Studies for other ages are not conclusive.) Technology is addressing ways to increase the protection. For example, Fluzone is available at an increased cost to provide a higher dose for senior citizens. Although Fluzone has been shown to increase antibody levels, it is yet to be proven whether this actually decreases the occurrence of disease.
- Some whooping cough cases have been identified in Delta County. Information has been sent to the media, healthcare providers and schools.
- Gardasil is a vaccine that has been recommended for 9- to 26-year-old females for the prevention of cervical cancer. It is now also recommended for males. This vaccine gives protection against human papillomavirus (HPV), the most common sexually transmitted infection in the United States. Gardasil has been found to be most effective if the vaccine is received before sexual activity.

6. **Health Officer Report**

Mr. Snyder reported:

- We have administered about 1100 doses of flu vaccine and have about 1100 still on hand. We administered 287 doses in our drive-thru clinic held on October 8<sup>th</sup> in the Health Department's front parking lot. The clinic went well in its new location and clients' comments were very favorable.

- PHDM had hoped to meet in November with the Union Bargaining Unit to negotiate a new contract. However, the meeting had to be rescheduled and is now tentatively set for December 8<sup>th</sup>.
- PHDM is currently reviewing the Department's health insurance based on the new state law that requires 80/20 or a cap. A proposal will be presented to the Personnel Committee and brought before the Board.
- Mr. Snyder attended Michigan's Public Health Conference in October. The workshops provided him with much useful information.
- The next Board meeting will be Wednesday, December 21<sup>st</sup> and will include some personnel and financial issues.
- MDCH has not yet provided approval of Mr. Snyder's extension as Acting Health Officer for an additional 12 months.
- Environmental Health has issued a second permit for an alternative On-Site Sewage Treatment/Disposal System.
- PHDM continues to search for someone to fill the Environmental Health Specialist position.

7. **Public Comment**—None

8. **Adjournment**

**There being no further business, a motion was made by Mr. Jasper with support by Mr. Elegeert to adjourn the meeting. Motion was carried and meeting adjourned at 5:31 p.m. CST.**

  
Chairperson

:se

# MENOMINEE COUNTY BOARD OF COMMISSIONERS DISCUSSION ITEM

<b>SUBJECT:</b>	UP 9-1-1 Authority Board
<b>DEPARTMENT:</b>	Administration
<b>ATTACHMENTS:</b>	Yes
<b>SUMMARY:</b>	
<p>On October 28, 2008 Debra Wormwood was appointed as the Menominee County Representative to the UP 9-1-1 Authority Board for a three year term. Her appointment has expired and we have been asked to appoint someone to the UP 9-1-1 Authority Board again, for a 1, 2 or 3 year term.</p>	
<b>RECOMMENDED MOTION</b>	

Submitted by:       Brian Bousley      

      01/20/2012        
Date

**WORKSHOP ACTION**

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

**COUNTY BOARD ACTION**

**DATE:**

	Approved
	Disapproved
	Approved with the following change(s):



P.O. Box 606, Escanaba, Michigan 49829  
(906) 786-4701 - Fax: (906) 786-5853  
[www.upcap.org](http://www.upcap.org)

Date: January 6, 2012  
To: County Administrators/Clerks  
From: Jonathan Mead, UP 9-1-1 Secretary  
Subject: Expiring terms to UP 9-1-1 Authority Board

Back in October of 2008, we sent out a memo seeking appointments to the U.P. 9-1-1 Authority Board. The initial terms were set at 1, 2 or 3 years at the discretion of the county. Your board appointment's term has expired.

Our Annual Meeting is coming up on February 2, 2012 and we would like to have a nomination from your county to present to the board for approval. Please fill out the attached form and submit no later than Thursday, January 26, 2012. According to the bylaws, the Authority does not provide for alternates so we do not need your county to appoint an alternate.

If you have any questions, do not hesitate to contact me.

# UP 911 Authority Administrative Policy Board

Name of County: Menominee

## Board Appointment

Appointee: \_\_\_\_\_

Your 2011 Representative was: Debra Wormwood

Appointment for the following term: (please circle)

1 Year

2 Year

3 Year

Authorized Signatory: \_\_\_\_\_

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

# MENOMINEE COUNTY BOARD OF COMMISSIONERS DISCUSSION ITEM

<b>SUBJECT:</b>	<b>Building Code fee schedule</b>
<b>DEPARTMENT:</b>	<b>Building Code</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
Dan Menacher would like to discuss adding a "reinstate closed permit" fee to the current fee scale used for the building code department.	
<b>RECOMMENDED MOTION</b>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

# MENOMINEE COUNTY BUILDING CODE DEPARTMENT

S904 US HIGHWAY 41 STEPHENSON, MI 49887

PHONE: 906-753-6343

www.menomineecounty.com

FAX: 906-753-2200

## BUILDING PERMIT FEE SCHEDULE

### RESIDENTIAL CONSTRUCTION

Application fee + square foot costs (plan review, inspections, C of O included)

APPLICATION FEE (NON- REFUNDABLE)	\$75.00
NEW DWELLING / ADDITIONS (on a basement or crawl space)	\$0.17 per sq. ft.
NEW DWELLING / ADDITIONS (on a slab)	\$0.13 per sq. ft.
MANUFACTURED / MOVED DWELLINGS	\$0.12 per sq. ft.
GARAGES / ACCESORY BUILDINGS (ATTACHED OR DETACHED)	\$0.08 per sq. ft.
ADDITIONAL FLOORS / LOFT / ATTIC	\$0.04 per sq. ft.
DECKS / PORCHS / FOUNDATIONS ONLY/LEAN-TO/CARPORT	\$0.04 per sq. ft.

### NON-RESIDENTIAL

Application fee + plan review + square foot cost + inspections + C of O

APPLICATION FEE (NON- REFUNDABLE)	\$75.00
PLAN REVEIW	Per hr. \$50.00
NEW CONSTRUCTION	\$0.10 per sq. ft.
UTILITY BUILDINGS / REMODELING	\$0.05 per sq. ft.
INSPECTIONS (per)	\$50.00
CERTIFICATE of USE and OCCUPANCY	\$25.00
ALL OTHER –app. fee + plan review + \$1.00 per \$1000.00 cost of construction + inspections	

### FLAT FEE

DEMOLITION OF A STRUCTURE	\$75.00
FENCES / RETAINING WALLS / POOLS / SIGNS / TEMPORARY STRUCTURES / MINOR REMODELING / ALTERATION	\$50.00 Includes one inspection No plan review
ADDITIONAL INSPECTIONS / REINSPECTION	\$50.00
APPLICATION FOR APPEAL / VARIANCE	\$250.00
RE-INSTATE CLOSED PERMIT	\$50.00
ADMINISTRATIVE FEE FOR AFTER THE FACT PERMITS	\$100.00

# MENOMINEE COUNTY BOARD OF COMMISSIONERS DISCUSSION ITEM

<b>SUBJECT:</b>	<b>K-9 Program</b>
<b>DEPARTMENT:</b>	<b>Sheriff</b>
<b>ATTACHMENTS:</b>	<b>No</b>
<b>SUMMARY:</b>	
<p>Sheriff Marks will explain the program for our K-9 program. Gracie, our K-9 dog, is getting old and has already worked past her estimated number of years in service. We need to look at getting a replacement K-9 for Gracie.</p>	
<b>RECOMMENDED MOTION</b>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

# MENOMINEE COUNTY BOARD OF COMMISSIONERS DISCUSSION ITEM

<b>SUBJECT:</b>	<b>Merit Network Inc. – Fiber Optic Connectivity</b>
<b>DEPARTMENT:</b>	<b>Sheriff/Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
<p>Merit was at the 12/27/11 meeting to discuss fiber optic connectivity. Merit would like Menominee County to contract with them for our internet use.          We currently have Road Runner via Time Warner          1/10/12 – discussion to gather more information and bring Jim Lundberg back for questions.</p>	
<b>RECOMMENDED MOTION</b>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>



1000 Oakbrook Drive  
Suite 200  
Ann Arbor, Michigan 48104

Phone: 734-527-5700  
Fax: 734-527-5790  
[www.merit.edu](http://www.merit.edu)

December 22, 2011

Ken Marks  
Menominee County  
839 10th Avenue  
Menominee, MI 49858

Dear Ken,

It is a pleasure to respond to your request for a quote for Fiber Optic Connectivity. The information contained in this proposal is valid for a period of ninety (90) days from the date of this proposal, unless rescinded by Merit.

Merit Network, Inc. is a non-profit organization committed to providing Internet access – including Internet2 access – to the educational, governmental, health care, and research needs of the state of Michigan. As part of this effort, Merit has a sincere commitment to serving the government community via our statewide network.

Ken, we look forward to your organization joining our network. I will follow-up with you to arrange a time to meet with you and any of your technical staff to discuss the enclosed proposal and answer any questions that you may have regarding commodity Internet access or Internet2 access.

Please feel free to contact me at [lundberj@merit.edu](mailto:lundberj@merit.edu) or 906-474-1222 if you need any assistance or additional information. For more information about Merit, please refer to the enclosed materials or visit our web site at [www.merit.edu](http://www.merit.edu). Thank you for your interest and support of Merit Network, Inc.

Sincerely,

A handwritten signature in cursive script that reads "James A. Lundberg".

Jim Lundberg  
UP Member Relations Manager  
Member Relations

enclosures



Merit Network Service Agreement Schedule I

Service Agreement Number: 20111222-37541-JAL-1

Merit Network, Inc.  
 1000 Oakbrook Drive, Suite 200  
 Ann Arbor, MI 48104  
 t.734-527-5700 f.734-527-5790  
 www.merit.edu

Fiber-optic Connectivity

December 22, 2011

Prepared For:  
 Ken Marks  
 Menominee County  
 839 10th Avenue  
 Menominee, MI, 49858-3000



Prepared By:  
 Jim Lundberg  
 906-474-1222  
 lundberj@merit.edu

Select One ↓

Select One →

		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
		1-Yr Contract		2-Yr Contract		3-Yr Contract		5-Yr Contract		
		One-time	Recurring	One-time	Recurring	One-time	Recurring	One-time	Recurring	
<input type="checkbox"/>	10.0M bps Total	Equipment	\$760		\$760		\$760		\$760	
		Set-up Allowance	\$0		-\$760		-\$760		-\$760	
		Fiber Lateral Construction Fee	\$0		\$0		\$0		\$0	
		Merit Installation	\$750		\$750		\$750		\$750	
	via 1G bps Fiber Connection	Annual Contracted Bandwidth		\$4,200		\$3,960		\$3,840		\$3,600
		Annual Access Fee		\$2,250		\$2,250		\$2,250		\$2,250
		Additional Services		\$0		\$0		\$0		\$0
		<b>Total First Year Cost</b>	<b>\$1,510</b>	<b>\$6,450</b>	<b>\$750</b>	<b>\$6,210</b>	<b>\$750</b>	<b>\$6,090</b>	<b>\$750</b>	<b>\$5,850</b>
		(monthly)		\$538		\$518		\$508		\$488
<input type="checkbox"/>	15.0M bps Total	Equipment	\$760		\$760		\$760		\$760	
		Set-up Allowance	\$0		-\$760		-\$760		-\$760	
		Fiber Lateral Construction Fee	\$0		\$0		\$0		\$0	
		Merit Installation	\$750		\$750		\$750		\$750	
	via 1G bps Fiber Connection	Annual Contracted Bandwidth		\$6,300		\$5,940		\$5,760		\$5,400
		Annual Access Fee		\$2,250		\$2,250		\$2,250		\$2,250
		Additional Services		\$0		\$0		\$0		\$0
		<b>Total First Year Cost</b>	<b>\$1,510</b>	<b>\$8,550</b>	<b>\$750</b>	<b>\$8,190</b>	<b>\$750</b>	<b>\$8,010</b>	<b>\$750</b>	<b>\$7,650</b>
		(monthly)		\$713		\$683		\$668		\$638
<input type="checkbox"/>	20.0M bps Total	Equipment	\$760		\$760		\$760		\$760	
		Set-up Allowance	\$0		-\$760		-\$760		-\$760	
		Fiber Lateral Construction Fee	\$0		\$0		\$0		\$0	
		Merit Installation	\$750		\$750		\$750		\$750	
	via 1G bps Fiber Connection	Annual Contracted Bandwidth		\$8,400		\$7,920		\$7,680		\$7,200
		Annual Access Fee		\$2,250		\$2,250		\$2,250		\$2,250
		Additional Services		\$0		\$0		\$0		\$0
		<b>Total First Year Cost</b>	<b>\$1,510</b>	<b>\$10,650</b>	<b>\$750</b>	<b>\$10,170</b>	<b>\$750</b>	<b>\$9,930</b>	<b>\$750</b>	<b>\$9,450</b>
		(monthly)		\$888		\$848		\$828		\$788

\* Rates listed above are based on connecting to Merit's REACH-3MC fiber-optic core network.

Burstable Pricing - Burstable bandwidth is measured by the "average peak" usage of the circuit, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base. The Affiliate can also request that the base be lowered. If the bandwidth used is less than the base amount, the new base amount is the highest amount used in each of those three consecutive months.

Ⓣ What do we pay right now - Time Warner?  
 Ⓣ How much Bandwidth?

Accepted: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Print)

Fax to: 734-527-5790

Preferred Billing Period (e.g. 7/1 - 6/30): \_\_\_\_\_

Invoice Frequency:  Annual  Bi-Annual  Quarterly  Monthly  
 Note: Invoice frequencies other than annual incur a \$25 billing fee per invoice



Merit Network, Inc.  
1000 Oakbrook, Suite 200  
Ann Arbor, MI 48104-6794  
t.734-527-5700 f.734-527-5790  
www.merit.edu

This SERVICES AGREEMENT Number: 20111222-37541-JAL-1, dated as of \_\_\_\_\_ (collectively with each Service Order Form, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and Menominee County ("Affiliate").

### 1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

### 2. Services Provided

(a) *General.* Merit will provide to Affiliate the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Affiliate setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Affiliate Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used, and related materials, parts and labor. Affiliate shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Affiliate shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Affiliate shall also be responsible for the cost of any software upgrades to Affiliate owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Affiliate's choice of connection, Affiliate shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Affiliate may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Affiliate. Affiliate will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Affiliate fee shall entitle Affiliate to participate in the service and support offered by Merit from time-to-time to other Merit Affiliates. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Affiliate's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Affiliate's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Affiliate's expense.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Affiliate is responsible for the operation and maintenance of its local area networks, computers and other equipment. Affiliate is also responsible for the cost of the maintenance on the Merit-supplied circuit at Affiliate's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Affiliate is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Affiliate premises. Should Merit owned-equipment be damaged as a result of the Affiliate's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Affiliate is responsible for paying (i) the cost of all repair services and travel expenses provided at Affiliate's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

### 3. Payment

Affiliate shall pay for (i) Services set forth on the attached Schedule(s) I to this Agreement (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Affiliate shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit, and all sales and use taxes, as well as duties or levies arising in connection with the Services. The annual Affiliate fee is billed in advance on an annual basis, except Affiliate may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. All other amounts will be billed as the service or charge is incurred. Some qualifying Affiliates may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Affiliate will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

### 4. Term and Termination

(a) *Term.* The term of this Agreement begins on the first date that network connectivity is provided by Merit, and extends over \_\_\_\_\_ (\_\_\_\_\_) years.

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Affiliate terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Affiliate of any term or provision of this Agreement including, but not limited to, Affiliate's failure to make any payment when due, then Affiliate shall be responsible for and shall pay (i) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, (ii) any additional early termination penalties or charges assessed by the telecommunications carrier, (iii) the balance of any remaining fiber access fees or amortized install charges, (iv) all costs associated with disconnecting Affiliate's service and removing any equipment from Affiliate's site (charged at the then-applicable rates for maintenance), (v) any outstanding amounts previously incurred for maintenance, (vi) if Affiliate previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and (vii) if Affiliate previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Affiliate requests Merit to continue providing any portion of the Services beyond the requested termination date, Affiliate agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination penalties do not apply to service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Affiliate agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Affiliate shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Affiliate Fees to its Non-Profit Affiliates during the Agreement period, Affiliate may renew this Agreement at the new rates for a term of equal or greater length than the balance remaining on the initial term. In all instances, the renewal will be for

a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period. If this Agreement provides Affiliate access via fiber connectivity, the Affiliate may renew at the new rates for a period co-terminous with the initial agreement term.

**5. Limited Warranty**

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF AFFILIATE. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

**6. Rights and obligations of Affiliate**

(a) *Affiliate is Responsible to Its Authorized Users.* Affiliate is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Affiliate. By accepting Services from Merit, Affiliate agrees to comply with the AUP as defined in 'Attachment A' and any changes made from time to time thereto. Affiliate also agrees to be responsible for the compliance by its users with the AUP.

**7. Rights and Obligations of Merit**

Merit shall be responsible only for the operation and maintenance of the Services. Affiliate shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Affiliate-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Affiliate or separately purchased by Affiliate will not be deemed a breach of Merit's obligations under this Agreement.

**8. Indemnification**

Affiliate will indemnify, save harmless and defend Merit and all of Merit's Members and Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to (i) the breach or alleged breach of this Agreement by Affiliate; (ii) any negligent or tortious act or omission to act of Affiliate; or (iii) any claim that the data content delivered by Affiliate via the Services provided by Merit under this Agreement constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

**9. Limitation of Liability**

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available" basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Affiliate's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Affiliate assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Affiliate is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Affiliate's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's cumulative liability to Affiliate or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Affiliate fees paid by Affiliate to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

**10. Data Content**

Merit is not liable for the content of any data transferred either to or from Affiliate via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Affiliate as a direct or indirect consequence of the Services provided by Merit.

**11. Miscellaneous**

(a) *Governing Law; Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) *Entire Agreement.* This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Affiliate may not assign this Agreement without the prior written consent of Merit.

(d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.  
Menominee County

Merit Network, Inc.

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attachment A**  
**Merit Acceptable Use Policy**  
**Effective August 8, 2003**

**Overview**

This Policy is a guide to the acceptable use of Merit network facilities and services (Services). Any Member or Affiliate organization or individual connected to Merit's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used.

Each Member and Affiliate organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Member and Affiliate is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this policy govern all use of the Services, including any unsupervised anonymous network access offered by Members or Affiliates.

The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

1. Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
2. Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
3. Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
5. The Services may not be used in ways that violate applicable laws or regulations.
6. The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to Merit.
7. Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
8. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments if advertising is explicitly allowed in that environment.
9. Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

The intent of this policy is to identify certain types of uses that are not appropriate, but this policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, Merit may at any time make a determination that a particular use is not appropriate.

Merit will not monitor or judge the content of information transmitted via the Services, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, Merit staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy and in Merit's Privacy Policy. Merit will only release sensitive, confidential or personally identifiable information to third parties when required by law, or when in Merit's judgment, release is required to prevent serious injury or harm that could result from violation of this policy.

**Remedial Action**

When Merit learns of possible inappropriate use, Merit staff will notify the Member or Affiliate responsible, who must take immediate remedial action and inform Merit of its action. Merit will assist the Member or Affiliate in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Member or Affiliate implements remedial action promptly, Merit will take no further action. If Merit is unable to contact the Member or Affiliate, or if the Member or Affiliate is unable to implement remedial action, Merit reserves the right to pursue remedial action independently. Wherever possible, Merit will pursue remedial action with the least impact to the overall service for the Member or Affiliate.

Should the situation be considered an emergency, and Merit deems it necessary to prevent further inappropriate activity, Merit may temporarily disconnect a Member or Affiliate. An emergency is defined as: "Serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks."

If temporary disconnection is deemed necessary by Merit staff, every effort will be made to inform the Member or Affiliate prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.

Any determination of inappropriate use serious enough to require disconnection shall be promptly communicated to every member of the Merit Board of Directors through an established means of publication.

Account Number	Service Period	Due Date	Balance Due
004-700185701-001	12/25/11 - 01/24/12	01/14/12	\$329.95

Customer Code: 1066

MENOMINEE COUNTY COURT HOUSE  
 PRIMARY SERVICE ADDRESS: 839 10TH AVE MENOMINEE MI 49858-3000

**ACCOUNT SUMMARY**

PRIOR MONTH			
11/20	Balance Last Statement	\$	329.95
12/14	Payment Received - Thank You	\$	329.95 CR
	<b>Total Prior Month History</b>	\$	<b>.00</b>
CURRENT MONTHLY CHARGES			
<b>Monthly Data Charges</b>			
12/25 - 01/24	BC 3YR Data Contract Term	\$	-
12/25 - 01/24	Static IP Address	\$	-
12/25 - 01/24	BC HSD 10M X 2M	\$	329.95
	<b>Total Monthly Data Charges</b>	\$	<b>329.95</b>
<b>TOTAL AMOUNT DUE</b>		\$	<b>329.95</b>

Thank you for being a valued Time Warner Cable Business Class customer.

**IMPORTANT INFORMATION:**

Questions about your bill? Visit [www.twcbc.com/wi/helpsite](http://www.twcbc.com/wi/helpsite) and click on the link 'Understanding my bill' in the right hand column.

Add Business Class Phone and get 2 lines FREE for up to 6 months when you also add Internet or Cable TV to your existing service with a two-year agreement. See [wi.twcbc.com](http://wi.twcbc.com) for details!

**CONTACT US:**

1-866-700-3278  
 For sales, press 1.  
 For billing and account services, press 2.  
 For technical support, press 3.

**Visit us online:**  
[wi.twcbc.com](http://wi.twcbc.com)

**ONLINE ACCOUNT DETAIL:**

For usage details, visit <http://bcphone.twcbc.com>  
 Enter your login ID and password. If you do not have your login information, please call the number listed above. Instructions on viewing and understanding your phone usage detail can be found at [www.twcbc.com/wi/helpsite](http://www.twcbc.com/wi/helpsite).

*101-103-851.01*

Please detach and enclose this coupon with your payment.

Account Number	Payment Due Date	Balance Due
004-700185701-001	01/14/12	\$329.95

Do not send cash. Please write your account number of your check or money order and make it payable to Time Warner Cable.

<b>Amount Enclosed</b>

INFORMATION CHANGE?  
 Please check the box and complete the section on the back.



## MENOMINEE COUNTY BOARD OF COMMISSIONERS DISCUSSION ITEM

<b>SUBJECT:</b>	<b>Cost Allocation/DMG – Bid Proposal</b>
<b>DEPARTMENT:</b>	<b>Administration</b>
<b>ATTACHMENTS:</b>	<b>Yes</b>
<b>SUMMARY:</b>	
<p>Our Agreement with Maximus Consulting Services, Inc. will expire on 1/27/12. Administration requests permission to allow bids for a consulting service to include the DMG study updates.</p>	
<b>RECOMMENDED MOTION</b>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	<b>Forwarded to County Board for Approval as Recommended</b>
	<b>Reviewed with no motion to carry forward</b>
	<b>Continue after additional review/research is obtained</b>
	<b>Recommended with the following change(s):</b>

**COUNTY BOARD ACTION**

**DATE:**

	<b>Approved</b>
	<b>Disapproved</b>
	<b>Approved with the following change(s):</b>

AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into this 27<sup>th</sup> day of January, 2009, by and between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and Menominee County, Michigan (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
- (2) Term. This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) Services and Materials to be furnished by Client. Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefor that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years

after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) Copyright for Consultant's Proprietary Software. To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

(9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.

(10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract (\$24,000).

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

(11) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.

(12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Menominee County, Michigan  
County Courthouse  
839 10<sup>th</sup> Avenue  
Menominee, Michigan 49858

MAXIMUS Consulting Services, Inc.  
2343 Delta Road  
Bay City, Michigan 48706

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(13) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: \_\_\_\_\_

(Client Official)

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

MAXIMUS Consulting Services, Inc.

By: \_\_\_\_\_

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

**EXHIBIT A**  
**Term and Scope of Services**

This Agreement shall become effective on October 1, 2009. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and to best carry out the purposes of this Agreement.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- A) Development of a central services cost allocation plan, which identifies the various costs incurred by the Client to support and administer Federal and State programs. The plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plans will be based upon the Client's year-end financial data for 2007/2008, 2008/2009, and 2009/2010 and will be the basis for the plan to be used beginning October 1, 2009, October 1, 2010, and October 1, 2011.
- B) Negotiation of the completed cost allocation plan with the representatives of DHHS and/or the State when required.
- C) Consultant will, upon request, provide assistance in preparing the initial claims to the State for recovery of funds due the Client. Consultant will also monitor the progress of claims through the State to insure the Client receives recoveries due it.

Consultant shall defend Client under audit for a period of three (3) years without cost to the County.

**EXHIBIT B**  
**Compensation**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Twenty-four Thousand Dollars (\$24,000). This fee will be paid at the rate of \$8,000 for each year the services are provided.

Payment will be made by the Client to the Consultant from recovered funds in the agreed upon amount. Payment is due in full following submission of each completed cost allocation plan to the Client and upon receipt by the Client of recovered funds from indirect costs. Recoveries will be shared equally by the Client and Consultant until the agreed upon amount is paid in full to the Client. Should Client recover from the plan an amount less than the amount needed to satisfy Consultant's fees, no further payment shall be due Consultant.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the due date.

## MENOMINEE COUNTY BOARD OF COMMISSIONERS DISCUSSION ITEM

<b>SUBJECT:</b>	Miscellaneous Bills
<b>DEPARTMENT:</b>	Administration
<b>ATTACHMENTS:</b>	yes
<b>SUMMARY:</b>	
Board to review recently submitted Miscellaneous Bills as paid on Jan. 19, 2012 in the amount of \$146,196.78.	
<b>RECOMMENDED MOTION</b>	

Submitted by:     Brian Bousley    

    01/20/2012      
Date

**WORKSHOP ACTION**

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

**COUNTY BOARD ACTION**

**DATE:**

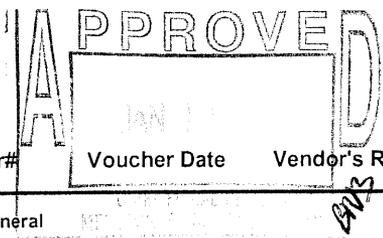
	Approved
	Disapproved
	Approved with the following change(s):

**General Fund Expenditures**

101-101 Board of Commissioners  
101-103 Other Legislative  
101-131 Circuit/Family Court  
101-132 Family Court  
101-136 District Court  
101-141 Friend of Court  
101-148 Probate Court  
101-150 Jury Commission  
101-172 County Administrator  
101-192 Board of Canvassers  
101-211 Legal  
101-215 County Clerk  
101-253 County Treasurer  
101-257 Equalization  
101-261 MSU Extension  
101-262 Elections  
101-265 Courthouse Grounds  
101-267 Prosecuting Attorney  
101-268 Register of Deeds  
101-275 Drain Commissioner  
101-301 Sheriff Department  
101-331 Marine Law  
101-332 Snowmobile Law  
101-334 Off-Road Recreational Vehicle  
101-335 ATV Education  
101-401 Planning Commission  
101-426 Emergency Management  
101-526 Waste Management  
101-601 Health & Welfare  
101-635 B&G/Hospital Operation  
101-648 Medical Examiner  
101-681 Vets Burial & Relief  
101-682 Veterans Affairs  
101-728 Economic Development  
101-997 Appropriations  
101-999 Operating Transfers

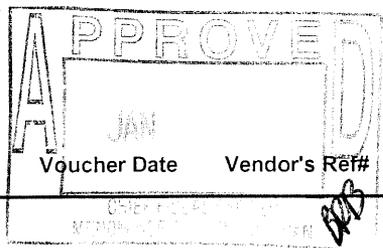
**Special Revenue Funds**

205 Road Patrol  
208 County Parks  
215 Friend of Court  
220 Park Improvements  
243 Remonumentation  
249 Building Code  
256 ROD - Automation Fund  
264 Local Corrections Officers Training  
265 Drug Law Enforcement Forfeiture  
266 E911  
269 Law Library  
271 County Library  
272 CDBG - Wells Fargo Grant  
274 CDBG - County  
276 CERT-Citizens Emerg. Response Team  
277 LEPC  
280 Inmate Canteen fund  
281 K-9  
282 Justice Training  
284 Revenue Sharing  
285 Senior Citizens  
292 Child Care  
294 Veterans' Trust  
296 Special Child Care Funds  
  
516 DTRF-Delinquent Tax Revolving Fund  
517 DTRF-PA 123 Foreclosure



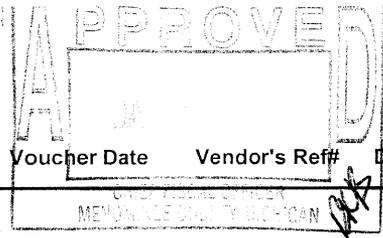
MENOMINEE COUNTY  
Claims Audit Report

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
<b>A B C PRINTERS</b>								<b>\$203.44</b>
22018	1/3/2012	94014	Regular Envelopes (x5000)	101-215-727.00	203.44			
<b>Ace Hardware</b>								<b>\$51.14</b>
22129	12/12/2011	203690/2	Fasteners	101-265-755.00	2.06			
22130	12/1/2011	203616/2	Box Switch & Dowel	101-265-755.00	7.75			
22131	12/19/2011	203733/2	Bolt Set	101-265-755.00	11.37			
22132	12/28/2011	203777/2	Building & Ground Supplies	101-265-755.00	29.96			
<b>Ade Incorporated</b>								<b>\$150.00</b>
22063	12/29/2011	81717	Needs Pass Web Records (Order #130	101-136-755.00	150.00			
<b>ANGELIS MENOMINEE INC</b>								<b>\$423.20</b>
22090	12/8/2011	1263211-IN	Inmate Groceries	101-301-770.00	3.93			
22091	12/8/2011	1283211-IN	Inmate Groceries	101-301-770.00	90.35			
22092	12/14/2011	0000151-IN	Inmate Groceries	101-301-770.00	91.82			
22093	12/19/2011	0001224-IN	Inmate Groceries	101-301-770.00	89.73			
22094	12/23/2011	0110721-IN	Inmate Groceries	101-301-770.00	73.70			
22095	12/31/2011	0614211-IN	Inmate Groceries	101-301-770.00	73.67			
<b>AT&amp;T - Carol Stream, IL</b>								<b>\$1,146.52</b>
21993	1/1/2012	906753458201	January 2011 Telephone Charges	101-103-850.00	51.27			
21994	1/1/2012	906753220901	January 2011 Telephone Charges	101-103-850.00	396.34			
22068	1/1/2012	906R41083901	January 2012	101-103-850.00	698.91			
<b>Automated Confirmations, LLC</b>								<b>\$850.00</b>
22076	1/11/2012	20111046	Automated Certified Transactions (x100	517-252-727.00	850.00			
<b>Banc of America Leasing</b>								<b>\$1,740.86</b>
21995	1/10/2012	002-3056024-000	Konica Minolta Bizhub C35	101-261-942.00	1,740.86			
<b>BAY AREA MEDICAL CENTER</b>								<b>\$148.00</b>
22059	12/31/2011	MENCTY	Pre-Employment Physical - Trina Rabid	101-172-801.01	148.00			
<b>Bob Barker Company, Inc.</b>								<b>\$430.59</b>
22088	12/30/2011	WEB000200342	Inmate Supplies	101-301-770.00	250.19			
22089	1/5/2012	WEB000200607	Inmate Supplies	101-301-770.00	180.40			
<b>BP</b>								<b>\$583.04</b>
22080	1/6/2012	32800671	December 2011 Charges	101-301-742.00	583.04			
<b>Carquest Auto Parts</b>								<b>\$93.87</b>
22116	1/7/2012	2825-199103	Car Wash Powder	205-315-934.02	69.99			
22117	1/7/2012	2825-199096	Blue Coral	205-315-934.02	23.88			
<b>Cellcom Wisconsin RSA 04</b>								<b>\$475.90</b>
22029	1/5/2012	312955	Family Court - Cellular Services	101-132-850.00	20.16			
22029	1/5/2012	312955	Family Court - Cellular Services	296-664-850.00	51.69			
22029	1/5/2012	312955	Family Court - Cellular Services	296-665-850.00	14.32			
22103	12/27/2011	159701	Cellular Services	101-301-850.00	389.73		x	
<b>City of Stephenson - P.O. Box 467</b>								<b>\$215.54</b>
22066	12/29/2011	709	Annex - Utilities December 2011	101-261-920.01	16.00			
22066	12/29/2011	709	Annex - Utilities December 2011	101-261-920.02	30.00			
22066	12/29/2011	709	Annex - Utilities December 2011	101-261-920.03	169.54			
<b>CLOVERLAND PAPER CO</b>								<b>\$440.40</b>
21996	1/6/2012	97422	Towels, Tissue, Liners	101-265-755.01	297.11			
22086	1/6/2012	97423	Lysol & Liners	101-301-770.00	115.60			
22087	12/23/2011	97250	Steel Sponges	101-301-770.00	27.69			



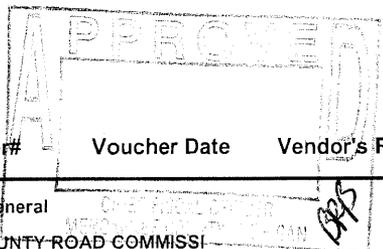
MENOMINEE COUNTY  
Claims Audit Report

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
COHL STOKER & TOSKEY P C	22069	1/5/2012	41722	Legal Services	101-211-807.00	49.63		\$49.63
Country Mile Document Destruct	22010	1/10/2012	12283	Shredding of Documents	101-265-801.00	52.52		\$52.52
CUPPAD REGIONAL COMMISSION	22012	12/16/2011	Dues	FY 2012 Membership Dues	101-103-802.00	9,000.00		\$9,000.00
Dan Menacher	22065	1/6/2012	Reimbursement	Postage, Ink Cartridge, Membership Fe	249-371-729.00	1.48		\$136.45
	22065	1/6/2012	Reimbursement	Postage, Ink Cartridge, Membership Fe	249-371-727.00	34.97		
	22065	1/6/2012	Reimbursement	Postage, Ink Cartridge, Membership Fe	249-371-802.00	100.00		
DeDamos, Jennifer L.	22025	1/13/2012	4709	Holdover Attendant/Transport of Juvenil	101-132-801.01	11.38		\$37.38
	22025	1/13/2012	4709	Holdover Attendant/Transport of Juvenil	101-132-801.00	26.00		
DEKETO, LLC	22049	1/5/2012	DK 12-11	December Documents (x490)	256-277-857.00	1,078.00		\$1,211.00
	22074	1/6/2012	46	Thermal Transfer Labels (x8 Rolls)	101-268-727.00	133.00		
Delta/Menominee Health Dept.	22034	1/15/2012	Appropriations	2nd Quarter Appropriations 2011 - 2012	101-997-999.03	36,040.00		\$36,040.00
Dexter's	22035	1/13/2012	872246	Lunch for Juror's - Jacques Trial	101-131-805.00	50.00		\$50.00
DH Wireless Solutions	22120	12/27/2011	EXECUIN4721	PO# 02600 Modems, Antenna, Cords, &	101-301-934.03	5,254.75		\$5,254.75
Durocher, Tony	22026	1/13/2012	Reimbursement	Mileage & Meals - Transport of Juvenile	101-132-801.00	85.14		\$125.39
	22027	1/13/2012	4711	Holdover Attendant/Transport of Juvenil	101-132-801.01	12.25		
	22027	1/13/2012	4711	Holdover Attendant/Transport of Juvenil	101-132-801.00	28.00		
EAGLEHERALD PUBLISHING, LLC	22051	12/31/2011	1408	December 2011 Advertising	101-101-901.00	91.60		\$91.60
Eichhorn, Jayne	22006	1/18/2012	Per Diem	Board of Canvassers	101-192-705.00	50.00		\$94.96
	22007	1/18/2012	Reimbursement	Mileage for Board of Canvassers	101-192-860.00	44.96		
Eldercare Home Pharmacy	22099	12/31/2011	3108043	Inmate Medications	101-301-770.01	167.37		\$167.37
Employee Benefits Agency, Inc.	22054	1/3/2012	2624	January 2012 Administration Fee	101-103-712.02	240.00		\$240.00
ESSER PAINT & GLASS	22052	12/31/2011	10.12.11	Supplies	101-265-755.00	8.23		\$47.23
	22053	12/31/2011	12.5.11	Safety Glass (x2)	101-265-755.00	39.00		
Friends Ofc Prod Whse Direct	22037	1/10/2012	36801	ROD - Office Supplies	101-268-727.00	239.14		\$239.14
GREAT AMERICAN DISPOSAL CO THE	22041	1/1/2012	21101160	Annex - Gargage Removal	101-261-930.04	52.32		\$52.32
Great Outdoors	22000	1/9/2012	10987	Replacement of Broken Springs on Ove	101-265-930.01	557.50		\$557.50



**MENOMINEE COUNTY  
Claims Audit Report**

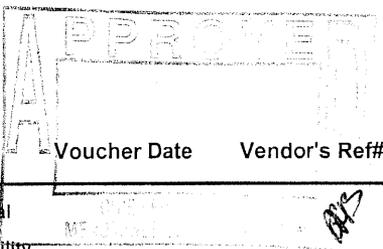
Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
Gregory, Raymond G.	22019	1/17/2012	2012-005-MI	Court Appointed Legal - Peterson	101-148-807.00	90.00		\$90.00
Hafeman, Bill	22002	1/18/2012	Per Diem	Board of Canvassers	101-192-705.00	50.00		\$93.29
	22003	1/18/2012	Reimbursement	Mileage for Board of Canvassers	101-192-860.00	43.29		
Hashimoto Sewer Service, Inc.	22071	1/5/2012	9429	Library Maintenance	101-265-755.00	275.00		\$275.00
HASS DANIEL	22064	1/8/2012	Reimbursement	Photographs - Jacques Trial	101-267-804.00	31.15		\$31.15
J S ELECTRONICS, INC.	22105	12/27/2011	16903	Equipment Maintenance	101-301-934.00	197.40		\$508.90
	22112	1/3/2012	16926	Squad 5503 - Install Verizon Modem Sy	205-315-934.01	133.50		
	22113	1/5/2012	16933	Squad 5501 - Install Verizon Modem Sy	205-315-934.01	178.00		
Joel Hensley, RN	22015	1/14/2012	Blood Draw	K. Davis & C. Marsolek	101-267-801.01	200.00		\$3,130.00
	22016	1/8/2012	Blood Draw	K. Parrott & T. Mattys	101-267-801.01	200.00		
	22101	1/14/2012	Nursing Services	December 4 - December 16, 2011	101-301-770.01	1,365.00		
	22102	1/14/2012	Nursing Services	December 17 - December 31, 2011	101-301-770.01	1,365.00		
Kewley, Diane	22023	1/11/2012	4707	Holdover Attendant (1/9 to 1/10/12)	101-132-801.01	35.00		\$115.00
	22023	1/11/2012	4707	Holdover Attendant (1/9 to 1/10/12)	101-132-801.00	80.00		
Klein-Dickert Co., Inc. - 316 Cty T/Hwy 180	22107	1/3/2012	N2071	2008 Chevy Impala Windshield	101-301-981.00	269.30		\$269.30
LaCosse Law, P.C.	22044	1/3/2012	11-3439-FH	Court Appointed Legal - Seymour	101-131-807.00	174.27		\$174.27
LENCA SURVEYING	22011	1/14/2012	12006	Remon Yr 2012 - (January 9 - January 1	243-246-801.07	3,279.45		\$5,491.85
	22072	1/6/2012	12001	Remon Project Yr 2012 (Jan 1 - Jan 8, 2	243-246-801.07	2,212.40		
Lesperance, Diane	22061	1/9/2012	Reimbursement	Mileage for Bank Trips (Oct - Decembe	101-253-860.00	32.75		\$32.75
Linsmeier Implement, Inc.	22055	12/31/2011	49073	Joint Assembly	208-751-930.02	122.13		\$122.13
Manpower	22039	1/8/2012	23111953	Week Ending 1/8/12 - Regina Mistark	101-141-704.00	424.06		\$424.06
Marinette Farm & Garden	22104	12/31/2011	184426	K9 Supplies	101-301-881.01	49.96		\$49.96
MENOMINEE COUNTY CLERK	21991	1/18/2012	Reimbursement	Replenish Petty Cash Account	101-131-805.00	23.75		\$76.29
	21991	1/18/2012	Reimbursement	Replenish Petty Cash Account	101-131-805.00	12.60		
	21991	1/18/2012	Reimbursement	Replenish Petty Cash Account	101-131-805.00	12.69		
	21991	1/18/2012	Reimbursement	Replenish Petty Cash Account	101-131-805.00	13.25		
	21991	1/18/2012	Reimbursement	Replenish Petty Cash Account	101-131-805.00	14.00		
MENOMINEE COUNTY JOURNAL	22056	1/1/2012	127	Kleinke Park Wood Bid	101-101-901.00	22.00		\$60.00
	22057	1/1/2012	126	Airport Commission	101-101-901.00	28.00		
	22060	1/1/2012	128	Affidavit Fee	517-252-900.00	10.00		



MENOMINEE COUNTY  
Claims Audit Report

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
MENOMINEE COUNTY ROAD COMMISSION	22110	1/5/2012	10558	Power to Radio's - December 2011	205-315-755.00	61.56		\$61.56
MENOMINEE COUNTY TREASURER	22013	1/16/2012	Reimbursement	HRA Claim	101-103-712.02	171.43		\$171.43
MENOMINEE MEDICAL CLINIC	22100	12/29/2011	12.29.11	Inmate Medical - Drossart	101-301-770.01	152.00		\$152.00
Michigan State University - CANR Budget Finance	22073	1/3/2012	2 MENOMINEE	2nd Qtr MOA Payment (Jan - March)	101-261-801.00	9,552.25		\$9,552.25
MILLERS ACTION OFFICE SUPPLY I	22024	1/11/2012	082763	Chair Mat (C.J.O. Grant)	296-663-727.00	85.99		\$289.63
	22031	1/13/2012	082930	Calculator Ribbon	101-215-727.00	4.99		
	22036	1/13/2012	082913	Weekly Appointment Book	101-426-727.00	10.99		
	22038	1/10/2012	082817	Pre Inked Stamp	101-268-727.00	84.98		
	22046	1/9/2012	082782I	Pens & Sheet Protectors	101-215-727.00	33.72		
	22062	12/19/2011	082362	Calendar, Tape, Labels	101-132-727.00	39.23		
	22062	12/19/2011	082362	Calendar, Tape, Labels	101-148-727.00	7.74		
	22062	12/19/2011	082362	Calendar, Tape, Labels	296-665-727.00	21.99		
NAPA AUTO PARTS PITSTOP	22067	12/1/2011	42046	Windshield Wash Fluid, Carb & Brake C	208-751-755.02	8.76		\$8.76
NORTHPOINTE BEHAVIORAL	22033	1/15/2012	Appropriation	2nd Quarter Appropriation 2011 - 2012	101-997-999.26	24,902.00		\$24,902.00
Pan-O-Gold Baking Co.	22096	12/27/2011	00040683136112	Inmate Groceries	101-301-770.00	47.74		\$87.64
	22097	1/3/2012	00040683200305	Inmate Groceries	101-301-770.00	39.90		
Pinecrest Medical Center	22111	1/1/2012	December 2011	Telephone Charges	205-315-755.00	15.00		\$15.00
Przewrocki, Joan	22022	1/11/2012	4706	Holdover Attendant 1/10/12	101-132-801.01	23.00		\$23.00
Public Agency Training Council	22118	1/4/2012	148706	Seminar - Jeff Brunelle	205-315-881.03	295.00		\$295.00
Pummill Print Service Inc.	22040	1/9/2012	5672	Forfeiture Notice (x10) & Window Envel	517-252-727.00	193.95		\$193.95
Quill Corporation	22017	1/6/2012	9145826	Post it Notes & Stereo Speaker	101-267-727.00	49.96		\$353.57
	22078	1/3/2012	9007552	Batteries, Pencils	101-301-727.00	48.80		
	22079	1/3/2012	9007257	Pens, Ink Cartridges, Storage Boxes, Di	101-301-727.00	254.81		
Randall Phillipps	22121	1/18/2012	Various Cases	Court Appointed Legal - Briggs	101-131-807.00	12.50		\$137.50
	22122	1/18/2012	1997-8080-DS	Court Appointed Legal - Decamp	101-131-807.00	37.50		
	22123	1/18/2012	2008-12351-DS	Court Appointed Legal - Sithamat	101-131-807.00	37.50		
	22124	1/18/2012	Various	Court Appointed Legal - Steffen	101-131-807.00	25.00		
	22125	1/18/2012	Various	Court Appointed Legal - Meunier	101-131-807.00	25.00		
Reinhart Foodservice	22098	1/5/2012	989600	Inmate Groceries	101-301-770.00	840.46		\$840.46
S & O LOCK AND PHONE SERVICE	22077	12/21/2011	32933	Lock	101-301-727.00	24.90		\$24.90

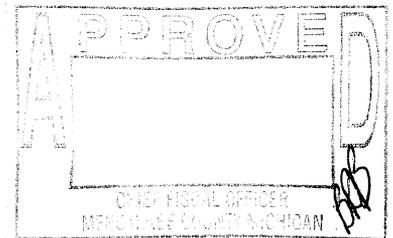
**MENOMINEE COUNTY  
Claims Audit Report**



Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
Sault Tribe Youth Facility	22020	1/9/2012	4704	Out of Home Placement Cost (A.N.)	292-662-843.05	3,720.00		\$3,720.00
Simple Distributors, LLC	22127	12/19/2011	7083-1	Sticky Notes, Binder, Insert Indexes, Ph	101-172-727.00	74.00		\$74.00
Smogoleski, Jim	22028	1/13/2012	4712	Memership Dues	101-132-802.00	40.00		\$40.00
State of Michigan - Dept. of Management & Budget	22114	12/27/2011	MPSCS-22932	Radio Subscription Fees (x26 Radios)	205-315-934.01	2,550.00		\$2,550.00
State of Michigan - MI Dept. of Human Services	22021	1/9/2012	4705	Monthly Offset Billing - November 2011	292-662-843.01	4,271.43		\$4,271.43
Stateline Apparel	22126	11/28/2011	20458	Duck - Zip to Waist Bib - Mike Sieg	208-751-745.00	84.99		\$84.99
STEPHENSON MARKETING COOPERATI	22070	12/31/2011	462643	Polar King Jacket - Jim Quist	208-751-745.00	45.00		\$2,072.32
	22108	12/31/2011	015579	December 2011 Gasoline Charges	205-315-742.00	2,027.32	x	
Stephenson National Bank&Trust	22050	1/6/2012	2012-1	Safe Deposit Boxes	101-268-802.00	70.00		\$70.00
TARGET INFORMATION MANAGEMENT	22045	1/5/2012	267561	District Forms	101-136-727.00	39.83		\$39.83
The Advertiser	22084	12/31/2012	120269	Community Awareness Designat	101-301-755.00	19.20		\$19.20
Time Warner Cable	22085	12/30/2011	004-620475202-001	January 6 - February 5, 2012	101-301-770.00	124.16		\$124.16
TWIN CITY ELECTRIC, Inc.	22058	1/5/2012	77702	Change name to Trina Rabida - EMS	101-103-850.00	35.00		\$35.00
TWIN COUNTY AIRPORT COMMISSION	22032	1/15/2012	Appropriation	2nd Quarter Appropriation - 2011/2012	101-997-999.01	15,000.00		\$15,000.00
U.E.S. COMPUTERS, INC.	21997	1/11/2012	34750	FOC - Printers Maintenance	101-103-857.00	50.00		\$2,141.50
	21998	1/6/2012	59062	Workstation - Julie & Kim	516-253-955.00	1,000.00		
	21998	1/6/2012	59062	Workstation - Julie & Kim	101-253-728.00	506.00		
	21999	1/11/2012	34691	Emergency Services - Printer Maintena	101-103-857.00	125.00		
	22008	1/13/2012	59127	Computer Cable for Admin	101-103-857.00	-22.00		
	22014	1/17/2012	59171	Toner Cartridge - FOC	101-141-727.00	284.00		
	22048	1/5/2012	59040	Ink Cartridges - Emergency Services	101-426-755.00	125.00		
	22048	1/5/2012	59040	Ink Cartridges - Emergency Services	101-426-727.00	73.50		
UNIFORM SHOPPE	22081	1/16/2012	192799	Street Guard Gloves w/ Kevlar - Nast	101-301-745.00	111.85		\$185.55
	22109	8/4/2011	201678	Shirt - Brunelle	205-315-745.00	73.70		
UPCAP SERVICES INC	22075	11/30/2011	1393	Work Crew @ Shakey & Kleinke Park	208-751-801.00	78.07		\$88.09
	22106	11/30/2011	1394	Work Crew Services	101-301-935.00	10.02		

**MENOMINEE COUNTY  
Claims Audit Report**

Vendor Name	Vcher#	Voucher Date	Vendor's Ref#	Description	Debit Acct#	\$Amount	SepCk	Claim Total
Bank Account: General								
<b>Verizon Wireless</b>								<b>\$1,147.98</b>
	22009	1/3/2012	2680609800	Building & Grounds - Cellular Services	101-265-850.01	61.96		
	22119	1/1/2012	2680073611	PO# 02597 Galaxy Tablet	101-301-934.01	604.97	x	
	22119	1/1/2012	2680073611	PO# 02597 Galaxy Tablet	101-301-976.00	269.60	x	
	22119	1/1/2012	2680073611	PO# 02597 Galaxy Tablet	101-682-850.00	0.40	x	
	22119	1/1/2012	2680073611	PO# 02597 Galaxy Tablet	101-426-850.00	2.41	x	
	22119	1/1/2012	2680073611	PO# 02597 Galaxy Tablet	205-315-850.00	208.24	x	
	22119	1/1/2012	2680073611	PO# 02597 Galaxy Tablet	266-325-850.00	0.40	x	
<b>WALTER BROTHERS INC</b>								<b>\$74.52</b>
	22047	1/6/2012	B94840	Nuts/Bolts/Screws, Stain, Sockets	101-265-755.00	49.04		
	22115	12/23/2011	B128002	Car Wash Mop & Nozzle	205-315-934.02	25.48		
<b>Warner, Fredrick</b>								<b>\$207.40</b>
	22042	1/9/2012	Reimbursement	Mileage - December 2011	296-668-801.00	94.60		
	22043	1/9/2012	4703	Can Zone - December 2011	296-668-801.00	112.80		
<b>Wennergren, Mary Jo</b>								<b>\$52.78</b>
	22004	1/18/2012	Reimbursement	Mileage for Board of Canvassers	101-192-860.00	2.78		
	22005	1/18/2012	Per Diem	Board of Canvassers	101-192-705.00	50.00		
<b>WEST GROUP PAYMENT CENTER</b>								<b>\$988.85</b>
	21992	1/1/2012	824178496	December 2011 Charges	269-145-801.00	404.93		
	22030	1/4/2012	824279944	MI Reporter 1/1/12 - 12/31/12	101-132-802.00	291.96		
	22030	1/4/2012	824279944	MI Reporter 1/1/12 - 12/31/12	101-148-802.00	291.96		
<b>WISCONSIN PUBLIC SERVICE CORP - P O BOX 19003</b>								<b>\$4,377.84</b>
	22001	1/6/2012	0402055840-00001	Jail Electrical Service - December 2011	101-265-920.03	4,377.84		
<b>WMAM-AM</b>								<b>\$379.00</b>
	22082	12/31/2011	116034	Safe Driving	101-301-755.00	154.00		
	22083	12/31/2011	116035	Safe Driving	101-301-755.00	225.00		
Total Amount for Bank Account: General								<b>\$146,196.78</b>



# MENOMINEE COUNTY BOARD OF COMMISSIONERS DISCUSSION ITEM

<b>SUBJECT:</b>	Miscellaneous Boards/Committees/Commission reports
<b>DEPARTMENT:</b>	Administration
<b>ATTACHMENTS:</b>	yes
<b>SUMMARY:</b>	Miscellaneous Boards/Committees/Commission Reports, Discussion
<b>RECOMMENDED MOTION</b>	

Submitted by:     **Brian Bousley**    

    **01/20/2012**      
Date

**WORKSHOP ACTION**

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

**COUNTY BOARD ACTION**

**DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

K. McNeely called the regular meeting of the Menominee County Library Board to order at 10:20 AM on Tuesday, December 13, 2011.

Roll call was taken and present were J. Bejgrowicz, J. Freis, K. McNeely and C. Peterson. M. Erdman was excused.

C. Peterson moved to approve the agenda. Seconded by J. Bejgrowicz, motion carried.

Public Participation: There was no public participation at this time.

C. Peterson moved to go into closed session per MCL 15.268, Section 8(a) to evaluate the library director. Seconded by J. Freis. Roll Call vote was taken with all members voting YES. The board entered closed session at 10:22 AM.

J. Bejgrowicz moved to end the closed session and resume the regular meeting. Seconded by C. Peterson. Roll Call vote was taken with all members voting YES. The board resumed the regular meeting at 10:29 AM.

J. Freis moved to approve the minutes from the November 15, 2011 meeting. Seconded by J. Bejgrowicz, motion carried.

J. Bejgrowicz moved to approve the November financial reports. Seconded by J. Freis, motion carried.

C. Peterson moved to pay the December bills and authorize P. Cheski to pay any remaining monthly bills. Seconded by J. Bejgrowicz, motion carried.

#### Director's Report:

- A. The monthly circulation stat comparisons are in the board packets.
- B. The Friends purchased a large winter wreath and snowman to decorate the front of the library. Copies of the Friends recent newsletter are now available at the circulation desk and on the library's website. The Friends next regular meeting will be on Thursday, January 26, 2012 at 3:00 PM.
- C. On Saturday, December 10, we delivered the books we collected for the Give-A-Kid-A-Book program in Menominee County.
- D. The November Trustee Workshop Webinar presented on December 8 will soon be archived on the Superiorland Library website. Attorney Anne Seuryneck presented this workshop on the Michigan Library Privacy Act.
- E. Many donations of books, videos and DVDs continue to be brought to the library.
- F. On Monday, December 12, Glenn Johnson, Supervisor of Bark River Township called to inquire about receiving library services from MCL.
- G. Great American Disposal has not yet invoiced us for their services that began on October 1, 2011.

Old Business:

- A. Library Board Term Open Position – This item has not yet appeared on the County Board's meeting agenda.
- B. AT&T – Update – Some of the billing has been corrected, and we are still working on the remaining incorrect items.

New Business:

- A. Michigan State Aid/Annual Report – The report was electronically filed, and we have received confirmation that the signed portion was received by the Library of Michigan. We were able to file earlier than usual, due to the hard work of Jessy White and other in the Clerk and Treasurer's offices.
- B. 2012 Holiday Schedule – After discussion, J. Freis moved to approve the holiday schedule for 2012. Seconded by J. Bejgrowicz, motion carried.
- C. Crafty Crew Warming Tree – Two members of the Crafty Crew Homemakers organization will be at the library on December 19 to distribute items from the Warming Tree. Hats, gloves, mittens, scarves, socks and jackets have been donated for anyone who needs these items.

Other Board Concerns: J. Freis asked about the I.S.D. open house. This has been postponed until January.

Public Participation: There was no public participation at this time.

As there was no further business, J. Bejgrowicz moved to adjourn the meeting. Seconded by J. Freis, motion carried. The meeting adjourned at 10:48 AM.

The Menominee County Board of Road Commissioners held a regular meeting in their offices north of Stephenson on Tuesday, December 13, 2011.

Chair Betzinger called the meeting to order at 9:00 a.m. with the following persons present or absent:

PRESENT: William Anderson, Roger Betzinger, Anthony Kakuk, Darrell Moilanen and Lisa Savord. Also present were Chuck Behrend, Joe Skrobiak, Darlene Nerat, John Nerat, Dale Axtell, and David Wesoloski.

ABSENT: None

Public comments – Dale Axtell asked if House Bills 5125 & 5126 had passed. Moilanen stated that they had passed the House and were being taken up in committee today in the Senate. Axtell asked if the county board were to take over the road commission, what would happen to the current employees. Moilanen stated that would be up to the county board how they would want to structure the road commission. Kakuk commented that it would be a big job for the county boards to take over the road commissions as 75% of the state's roads currently fall under the jurisdiction of the road commissions, with the other 25% being under the State & local governments. Axtell asked if the county board would be able to do an adequate job of running the road commission. Moilanen stated that the current system works, but the real problem is inadequate funding.

John Nerat asked if the road commission was considering scheduling some of their regular meetings in the evening. Betzinger stated they would continue to be in the morning as the attendance did not increase when the meetings were held in the evening. It was also noted that if someone had a concern they wanted to address with the board, the board could accommodate their schedule.

Joe Skrobiak asked if an "ICY" sign could be put up at the bridge where G18 comes into Michigan. Moilanen stated he will have the foreman put extra sand down in the area.

Public appearances – None.

Additions/corrections to minutes for 11/08/11 – There being no additions or corrections, Betzinger declared that the minutes will stand as recorded.

Financial Report -

	Receipts	Expenditures	Payables / Reserves	Balances
Balance, November 07, 2011				\$1,172,615.40
Receipts thru 11/30/11	31,684.66			
Expenditures thru 11/30/11		334,201.38		
Balance, November 30, 2011				870,098.68
Michigan Transportation Funds	218,843.27			
Receipts thru 12/12/11	36,416.61			
Expenditures thru 12/12/11		147,307.40		
State Maint. & Equip. Advances			93,809.00	
Balance, December 12, 2011	286,944.54	481,508.78	93,809.00	884,242.16

Payables & Reserves

Payroll 12/22, 01/05 (Est.)	130,000.00
Soc. Sec. 12/22, 01/05 (Est.)	9,945.00
Reserve for workers compensation insurance	10,013.00
Reserve for liability insurance	95,688.00
Reserve for rental grader lease (Dec 2009)	55,334.59
Reserve for rental grader leases (Oct 2010)	258,125.58
Reserve 4% set-aside for township allocations (2005/2006)	2,327.67
Reserve 4% set-aside for township allocations (2006/2007)	24,373.37
Reserve for MCRC balance of Old US2 over Wilson Creek	0.00
Reserve Hannahville 2% Funds-County Line Rd.	
Borings	0.00

Reserve Hannahville 2% Funds-Sign Truck	22,500.00	
Reserve for 2011 bridge inspections & load ratings	24,852.50	
Reserve for F-4 Lane bridge (Harris Twp)	248.60	
Reserve for Forest Funds	161,015.98	
Reserve for driveway plowing	3,462.30	
Reserve for equipment (Sign Truck)	125,686.00	(923,572.59)
		\$ (39,330.43)

There being no questions or comments, Betzinger declared the financial report accepted as read.

Vouchers # 12-0008, 12-0009, 12-0011, 12-1130, and 12-0013 – Moved by Kakuk, seconded by Anderson that the vouchers be approved and ordered paid. Carried unanimously.

Discuss 2012 Regular Meeting schedule – Moved by Kakuk, seconded by Anderson to approve the schedule as follows, carried unanimously:

Tuesday, January 3, 2012	9:00 a.m. (Reorganizational Meeting)
Tuesday, January 10, 2012	9:00 a.m.
Tuesday, February 7, 2012	9:00 a.m.
Tuesday, March 13, 2012	9:00 a.m.
Tuesday, April 10, 2012	9:00 a.m.
Tuesday, May 15, 2012	9:00 a.m.
Tuesday, June 5, 2012	9:00 a.m.
Tuesday, July 10, 2012	9:00 a.m.
Tuesday, August 14, 2012	9:00 a.m.
Tuesday, September 11, 2012	9:00 a.m.
Tuesday, October 9, 2012	9:00 a.m.
Tuesday, November 13, 2012	9:00 a.m.
Tuesday, December 11, 2012	9:00 a.m.

Discuss permit request from Merit Network, Inc. – Moilanen explained that Merit Network, Inc., was a non-profit corporation that was installing fiber optic cable to provide internet to rural areas. The permit request was for installation along 39.25 Road, from US 41 to CR566 and back to US 41. Moved by Anderson, seconded by Kakuk to allow the permit only if Merit Network, Inc. agrees to the inclusion of language indicating that there would be no cost to the Road Commission for any future relocation of the cable or for any damage to the cable. Carried unanimously.

Act on resolution allowing Chair or Vice-Chair to sign Federal Aid contracts for Crack Sealing & Chip Sealing various roads –

Commissioner Anderson moved for the adoption of the following resolution:

WHEREAS, it is the intent of the Menominee County Road Commission to Crack Seal and Chip Seal various roads within Menominee County, using STP, Federal D and State D Funding.

AND WHEREAS, it is necessary to complete the forms and contracts for such funds,

NOW THEREFORE BE IT RESOLVED, that the Chair or Vice-Chair are herewith authorized and empowered to enter into and sign any and all agreements necessary to receive STP, Federal D and State D Funds for the project listed above.

It was seconded by Commissioner Kakuk and carried by the following vote:

Ayes: 3; Nays: 0.

Discuss attendance at January 5, 2012 GLC meeting – All commissioners and Moilanen will attend the meeting in Baraga.

Any other business – Kakuk stated that the meeting in Lansing with the legislators regarding HB5125 & 5126 had gone well. He encouraged township officials to contact their senators & representatives also.

Kakuk stated he had received a request for grading on the Sturgeon Landing Road due to logging operations in the area. Moilanen will have the foreman look at this area.

Public Comment – David Wesoloski asked if the road commission had funds coming in the future that would offset the current deficit at the bottom of the financial report. Moilanen stated that the number changes each month depending on the flow of revenues and expenditures.

Mr. Wesoloski asked if the road commission knows where they will be using the balance of the gravel that the township had crushed. Moilanen stated it would depend on the projects that are approved in the township for the upcoming year.

Mr. Wesoloski stated the MTA state meeting was scheduled for January 24 – 27, 2012 and that the county MTA meeting would be on January 19, 2012; and asked that the road commission take these dates into consideration when planning the annual township meeting schedule.

Joe Skrobiak asked if the road commission could alter the employees' vacation schedule so that there were more employees working during hunting season. Moilanen stated that the bargaining agreement lists the first week of hunting season as one of the designated vacation weeks.

Dale Axtell asked if Bay de Noc Road from 48<sup>th</sup> Ave. to Evergreen Road could be chip sealed. Moilanen stated that the road was in too poor condition for a chip seal and would need to be pulverized, rebuilt and repaved, but funds are not available at this time for the project.

Chuck Behrend asked if the state township organization had taken a stand on HB5125 & 5126. David Wesoloski replied that they had remained neutral on both bills.

John Nerat asked about the deadline for replacing the road signs under the federally mandated program. Moilanen stated that the law had been changed to now allow signs to be replaced as needed.

There being no further business, Betzinger declared the meeting adjourned at 9:39 a.m.

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Road Commission Finance Director/Clerk

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Chair

The Menominee County Board of Road Commissioners held a reorganizational meeting in their offices north of Stephenson on Monday, January 03, 2012.

Finance Director/Clerk Savord called the meeting to order at 9:00 a.m. with the following persons present or absent.

PRESENT: William Anderson, Roger Betzinger, Anthony Kakuk, Darrell Moilanen, and Lisa Savord. Also present were Joe Linder, Dale Axtell, Darlene Nerat and John Nerat.

ABSENT: None

The Pledge of Allegiance was recited.

Election of Officers for 2012 – At Savord’s first call for Chair nominations, Kakuk nominated Anderson. Savord again called for nominations for Chair. There were none. Savord again called for nominations for Chair. There being none, the nominations were closed. Savord called for a vote on the motion of Anderson being Chair for 2012. The motion carried by the following vote: Betzinger, Aye; Anderson, Aye; Kakuk, Aye.

Savord called for nominations for Vice-Chair. Betzinger nominated Kakuk for Vice-Chair. Seconded by Anderson. Savord again called for nominations for Vice-Chair. There were none. Savord again called for nominations for Vice-Chair. There being none, the nominations were closed. Savord called for a vote on the motion of Kakuk being Vice-Chair for 2012. The motion carried by the following vote: Anderson, Aye; Betzinger, Aye; Kakuk, Aye.

Savord turned the meeting over to Chair Anderson at 9:02 a.m.

Public comments - None.

Public appearances – None.

Other Business – Moilanen stated he had received a notice from the Marquette County Road commission that a meeting with Senator Tom Casperson would be held on Wednesday, January 4, 2012 in Marquette to discuss pending legislation regarding road commissions. Moilanen will attend this meeting. Kakuk and Anderson will also attend if they are available.

Moilanen stated he had received a request from Menominee Township officials to have the Road Commission attend their monthly meeting on February 22, 2012 at 6:30 p.m. at the Menominee Township hall, instead of their meeting with the Road Commission on Monday, January 30, 2012 at 7:30 p.m. The board agreed to attend the Menominee Township Board meeting on February 22, 2012 at 6:30 p.m.

Betzinger asked if Moilanen was going to prepare a bid spec for roadside mowing. Moilanen stated that this will be an item for discussion on the agenda for the January 10, 2012 regular meeting so that some items could be clarified prior to the bid spec being written.

Public comments – Dale Axtell asked for further clarification on the proposed HB5125 & HB5126, which Moilanen provided.

Joe Linder asked about the gravel in the Kraniak pit that was crushed for the Three-Way Funding Program. Moilanen stated that this would be discussed at the annual township meetings. Mr. Linder questioned about the cost of trucking the gravel and whether the road commission would do the trucking or a private contractor. Moilanen stated that would be up to the Three-Way Funding Ad hoc Committee. Mr. Linder stated that he feels that the road commission should not charge for the labor & equipment to haul the gravel since the employees are already being paid whether they do the Three-Way Funding projects or not.

Dale Axtell asked if the funding provided by the county for the Three-Way Program was a one-time funding or if it would be ongoing. Moilanen stated that it was a one-time funding program.

There being no further business, Anderson declared the meeting adjourned at 9:24 a.m.

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Road Commission Finance Director/Clerk

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Chair

Menominee County  
Department of Human Services Board  
2612 10<sup>th</sup> Street  
Menominee, MI 49858

**BOARD MEMBERS**

MARY BRADLEY  
MICHAEL KAUFMAN  
PEGGY BASTIEN

**DIRECTOR**

RUSSELL K. SEXTON

**Date:** November 29, 2011

The regular meeting of the Menominee County Department of Human Services Board was called to order by Michael Kaufman, Board Chair, at 9:02 a.m. The meeting was held in the Menominee County Department of Human Services Board Room.

Present: Michael Kaufman, Board Chair; Mary Bradley, Board Member; Peggy Bastien, Board Member and Russell Sexton, Board Secretary.

Others Present: Andrew Laurin, Menominee County DHS

**APPROVAL OF AGENDA:**

A motion to approve the agenda was made by Mary Bradley and seconded by Peggy Bastien. Motion passed without opposition.

**APPROVAL OF October 25, 2011 MINUTES:**

Minutes of the October 25, 2011 Board Meeting were reviewed. A motion to accept the minutes was made by Mary Bradley and seconded by Mike Kaufman. Motion passed without opposition.

**FINANCIAL REPORT:**

The financial report for October 2011 was reviewed. There was \$100.00 in expenditures for DHS Board meeting attendance; leaving a balance of \$8,900.00.

There were no expenditures from the Child Care fund, leaving a balance of \$3,500.00.

A motion to accept the financial report was made by Peggy Bastien and seconded by Mary Bradley. Motion passed without opposition.

**DIRECTOR'S REPORT:**

**Staffing Information:** Mr. Sexton reviewed the current staffing situation with the board.

**MCSSA Information:** Various MCSSA documents were distributed.

The next scheduled MCSSA District One meeting will be on January 11, 2012, in Marquette at the Ramada Inn.

**Statewide Director's Meeting Information:** Mr. Sexton went over his notes from the latest Statewide Director's meeting.

**Collaborative Issues:** No new information.

**Business Plan Update:** Mr. Sexton reviewed the new DHS Strategic Plan and the DHS Metrics - MiScorecard with the board.

**Miscellaneous:** Mr. Sexton reviewed a variety of policy changes and other current events with the board, including: MiBridges, FAP asset test policy; Foster Home Recruitment efforts and Lobby Management plans.

**Board Member Input/Suggestions:** The Board Members provided a variety of input regarding these changes, which was greatly appreciated by the director.

Motion to accept the Director's Report as submitted made by Mary Bradley and supported by Peggy Bastien. Motion passed without opposition.

**UNIT REPORTS:** Mr. Andrew Laurin provided an in-depth report regarding the Foster Care and Foster Home Licensing programs.

#### **BOARD BUSINESS:**

**Approval of Vouchers:** Vouchers were reviewed and approved. Motion made by Mary Bradley and supported by Peggy Bastien. Motion passed without opposition.

**NEW BUSINESS:** Contract reviews were conducted:

CSBG-T-12-21018, Menominee-Delta-Schoolcraft CAA & HRA, \$20,000.00. Funding provided for promotion of EITC filing by low income Michigan citizens and also to provide free income tax preparation assistance...

Motion made by Mary Bradley and seconded by Peggy Bastien to approve the review. Motion passed without opposition.

GUARD-12-55001, Donna Lamberg, private citizen, \$783.00 per year for three years, total of \$2,349.00. Guardianship – legal interventions for vulnerable adults referred by DHS or the court.

Motion made by Peggy Bastien and seconded by Mary Bradley to approve the review. Motion passed without opposition.

PUBLIC COMMENT: None.

NEXT MEETING: December 27, 2011 at 9:00 a.m. in the Menominee County DHS Board Room.

ADJOURNMENT: Motion to adjourn made by Mary Bradley and supported by Peggy Bastien. Motion passed without opposition. Meeting adjourned at 10:06 a.m.

  
Russell K. Sexton  
Board Secretary

  
Michael Kaufman  
Chairperson

Pc: DHS Board Members  
Menominee County BOC  
Menominee DHS Office File  
Bernie Lang, Menominee County BOC Liaison



# Public Health Delta & Menominee Counties



## Board of Health Meeting

Pinecrest Medical Care Facility, Powers

### Meeting Minutes

Wednesday, December 21, 2011

#### Board Members Present

Bob Burie  
Tom Elegeert

Mary Harrington  
Mark Jasper

Bernie Lang  
Tom Trudgeon

#### Public Health Staff

Mike Snyder, Acting Health Officer/ Administrator  
Lynn Woelffer, Director of Finance and Budget  
Sharon Engelsgerd, Executive Secretary

#### 1. Call to Order/Roll Call

The December 21, 2011 meeting of the Delta-Menominee District Board of Health was called to order at 4:30 p.m. CST by Chairman Lang. Roll call was taken and is recorded above.

#### 2. Approval of Agenda

Mr. Burie moved to approve the agenda. Motion was supported by Mr. Elegeert and carried.

#### 3. Approval of Minutes

Mr. Elegeert moved that the minutes of November 9, 2011 be approved. Motion was supported by Mr. Trudgeon and carried.

#### 4. Finance Committee

##### a. FY11 Year End Report

Mr. Trudgeon reported on the meeting of the Finance Committee on December 12<sup>th</sup> with Mike Snyder and Lynn Woelffer. The Committee reviewed the end-of-year report in detail. PHDM finished the fiscal year with a \$17,000 shortfall. A significant portion of this was due to the Maternal Infant Health Program (MIHP) which was started last spring. Some deficit was expected with this program considering initial start-up costs, such as staff training, and the time to increase client enrollment. Mr. Trudgeon complimented PHDM staff for reducing the program's earlier deficit of \$65,000 to only

\$10,000. A status report on the MIHP program will be presented in the April Board of Health meeting.

About \$7,000 of the FY11 shortfall was due to the early purchase of vaccine. This vaccine will be used and generate revenue during FY12.

**Mr. Burie moved that the FY11 Financial Report be accepted. Motion was supported by Mr. Elegeert and carried.**

**b. Audit for FY11**

Mr. Trudgeon presented the Finance Committee's quote from Anderson, Tackman & Company for audit services. In the past, Delta County's audit included PHDM. However, beginning with FY11, PHDM will need to conduct a separate audit to be rolled into Delta County's audit. Anderson, Tackman & Company has provided a quote for three years of audit service at \$9,000 per year.

**Mr. Elegeert moved that PHDM hire Anderson, Tackman & Company for three years to conduct PHDM's audit. Motion was supported by Mr. Jasper and carried.**

**5. Personnel Committee**

**a. Employee Health Insurance**

Mr. Trudgeon reported on the meeting of the Personnel Committee on December 12<sup>th</sup> with Mike Snyder and Lynn Woelffer. Concerning employee health insurance, Public Act 152 requires PHDM to choose hard cap, aggregated hard cap, or 80/20 cap. The Personnel Committee recommended the Board approve the aggregated hard cap. For PHDM's situation, the aggregated hard cap offers the lowest overall increases in employee premiums and the most even distribution among covered employees. Employees will continue to have a choice between a standard plan and a U.P. Blue plan.

**Mr. Elegeert made a motion to adopt the aggregated hard cap as recommended by the Personnel Committee. Motion was supported by Mr. Jasper and carried.**

**b. Retirement for New Hires**

The Personnel Committee addressed whether to change retirement funding for new non-union hires. PHDM currently uses a Defined Benefit plan in which the employee pays 2%. In a Defined Contribution plan, PHDM would pay 7% and the employee 2%. Because PHDM's pension plan is currently overfunded and costs less than the Defined Contribution plan, the Personnel Committee recommended keeping the Defined Benefit plan and include in the Personnel Manual for Non-Union Employees the same wording found in the Union Contract: "Effective from and after January 1, 2012, the Employer may implement a Defined Contribution or Hybrid plan through MERS [Municipal Employees Retirement System] for all new hires."

**Ms Harrington made a motion to continue the Defined Benefit plan and approve the above wording for the Non-Union Personnel Manual as recommended by the Personnel Committee. Motion was supported by Mr. Trudgeon and carried.**

**c. Union Contract**

The Personnel Committee recommended approval of the updated Union Contract negotiated on December 9<sup>th</sup>. Changes include the following: 2% wage increase for each year of contract; incorporation of PHDM's Travel Expense Reimbursement policy dated February 22, 2011; and addition of long-term disability insurance for full-time union employees after January 1, 2014.

**Mr. Elegeert made a motion to approve the Union Contract as written. Motion was supported by Mr. Jasper and carried with a vote of five *For* and one *Against*.**

**d. Non-Union Wage Adjustments—2012**

The Personnel Committee recommended the Board approve a 2% wage increase in 2012 for all non-union employees.

**Mr. Elegeert moved the Board approve a 2% wage increase for non-union employees in 2012. Motion was supported by Ms Harrington and carried with a vote of five *For* and one *Against*.**

**e. Health Officer Position Update**

Mark Miller from the Michigan Department of Community Health (MDCH) has stated that Mike Snyder is not qualified for the Health Officer position based on his education, having a M.P.A. degree instead of a Master's in Public Health. Mr. Miller informed Mr. Lang that the Board has two options: 1) MDCH will extend Mr. Snyder in the position for six months while PHDM conducts a hiring process to have someone else in place by June 30<sup>th</sup>, or 2) MDCH will award provisional approval to Mr. Snyder if he agrees to take Public Health classes over a 3-year period. MDCH said the Board can appeal this decision by sending a letter justifying their belief that Mr. Snyder is indeed qualified.

**Mr. Elegeert made a motion that the Board appeal MDCH's denial and that Mr. Snyder draft a letter to present for Board approval in the January meeting. Motion was supported by Ms Harrington and carried.**

**6. Health Officer Report**

Mr. Snyder reported:

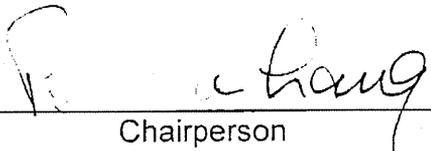
- The Dickinson-Iron Health District is experiencing the presence of a synthetic marijuana called "herbal incense." Iron Mountain has passed a city ordinance to ban it within city limits.
- PHDM is a recipient of the Michigan Cancer Consortium Spirit of Collaboration Award based on our collaborative work on the Michigan Smoke-Free Housing Project.
- PHDM has been conducting outreach to clinicians and to the public through newspapers to emphasize the need to be vaccinated against whooping cough.

- Our Prevention staff have been serving “mocktails” in grocery stores encouraging non-alcoholic drinks during the holidays.
- The city of Menominee has placed a drop box for drugs, legal or illegal, in their city hall. This will help reduce the misuse of drugs, especially prescription drugs.

7. **Public Comment—None**

8. **Adjournment**

**There being no further business, a motion was made by Ms Harrington with support by Mr. Burie to adjourn the meeting. Motion was carried and meeting adjourned at 5:40 p.m. CST.**

  
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Chairperson

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**NORTHPOINTE HEALTHCARE SYSTEMS BOARD OF DIRECTORS**

**Regular Monthly Meeting**

**MINUTES**

**715 Pyle Drive; Kingsford, Michigan**

**December 15, 2011 4:00 p.m.**

**CALL TO ORDER/ROLL CALL:**

Karen Raether, Board Chairperson, called the meeting to order at 4:05 p.m. Mary Wendt, Board Secretary, conducted the roll call.

<b><u>MEMBERS</u></b>	<b><u>Present</u></b>	<b><u>Excused</u></b> <b><u>Absent</u></b>	<b><u>Absent</u></b>	<b><u>MEMBERS</u></b>	<b><u>Present</u></b>	<b><u>Excused</u></b> <b><u>Absent</u></b>	<b><u>Absent</u></b>
Connors, Peggy		X		Luhtanen, Joan	X		
DeDie, William	X			Martin, Ann	X		
DeGrave, Marylee	X			Negro, Mari	X		
Erickson, Peggy	X			Raether, Karen	X		
Hofer, Millie	X			Plumley, Robert		X	
Lang, Bernie	X			Spence, Christine	X		

**REPRESENTING ADMINISTRATION:** K. Thekan, B. Adrian, T. Wendt, L. Dionne, M. Wendt

**PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance to the Flag was recited by all

**PUBLIC COMMENTS** - No public comments

**APPROVAL OF THE AGENDA:** There were no additions to the agenda

**ACTION:** Moved to approve the agenda as presented.

**Motion by:** M DeGrave; supported by M. Negro. **Motion carried unanimously**

**APPROVAL OF THE MINUTES:**

There were no additions or corrections to the minutes from the regular Board of Directors meeting on November 17, 2011.

**ACTION:** A motion was made to dispense with reading the minutes from the November 17, 2011 regular Board of Directors meeting and approve as written.

**Motion by:** M. DeGrave; supported by C. Spence. **Motion carried unanimously.**

**PRESENTATION:** No presentation

**CEO REPORT**

Karen Thekan stated that her December 2011 CEO report was in Board packets; she provided the following updates and highlights:

**Federal/State Activity:**

- Ms. Thekan attended three days of meetings in Lansing from December 12-14: a presentation on the "Missouri Model" which the State is looking at, a State directors' meeting, and a special meeting with all the State Community Mental Health Agencies (CMHs), Pre-Paid Health Plan (PIHP) Agencies, and Substance Abuse Coordinating Agencies. Ms. Thekan provided information from all three meetings and stated that the handouts from the meetings will be provided to Board members. Miscellaneous questions were addressed by Ms. Thekan.
- The State will be looking at two projects: services to veterans and individuals incarcerated in jails/prisons.

**Regional Activity:**

- The NorthCare Advisory Council held their first meeting on December 6. Mari Negro stated that she thought this meeting was a very good meeting and an issue discussed was that the U.P. CMHs did not have a lot of input into what NorthCare does. Ms. Negro stated that she left this meeting feeling very encouraged and hopeful that as a region everyone could come together and perhaps build something that the State would accept. Karen Raether stated that she also felt this was a good meeting and this is the first time she has seen NorthCare receptive to including the U.P. CMHs regarding input to the PIHP. Ms. Raether stated that there is another NorthCare Advisory Council meeting scheduled for March 6, 2012 and she and Ms. Negro will continue to participate in these meetings as a regional plan needs to be done. Ms. Raether stated that if there is another Board member that would like to participate on the NorthCare Advisory Council they are welcome to do so.

**Local Activity:**

- The county administrators/county sheriffs participated in their quarterly meeting with Northpointe on December 9. One issue that continues to be discussed is county allocations and how this is divided. The Northpointe total dollar amount needs to remain the same but how the three counties want to divide this amount is up to the commissioners from all three counties.
- The Michigan Protection and Advocacy issue is continuing through the legal process and may take 3-4 months before a decision is made on the case in review.

**FINANCE COMMITTEE REPORT** – C. Spence

Ms. Spence highlighted the following from the Finance Committee meeting minutes:

1. **ISSUE:** Review Check Disbursement Report

The check disbursement report in the amount of \$1,318,768.56 was reviewed and recommended for Board approval.

**ACTION:** A motion was made by C. Spence, supported by M. Negro to approve the check disbursement report for bills paid in the amount of \$1,318,768.56 as presented.

**ROLL CALL VOTE:**

<u>MEMBERS</u>	<u>YES</u>	<u>NO</u>	<u>MEMBERS</u>	<u>YES</u>	<u>NO</u>
Connors, Peggy			Luhtanen, Joan	X	
DeDie, William	X		Martin, Ann	X	
DeGrave, Marylee	X		Negro, Mari	X	
Erickson, Peggy	X		Raether, Karen	X	
Hofer, Millie	X		Plumley, Robert		
Lang, Bernie	X		Spence, Christine	X	

**Motion carried unanimously.**

2. **ISSUE:** Review Financial Reports – November 2011

The committee reviewed the November 2011 financial report and recommended for Board approval.

**ACTION:** A motion was made by C. Spence, supported by M. Negro to approve the November 2011 financial report.

**ROLL CALL VOTE:**

<u>MEMBERS</u>	<u>YES</u>	<u>NO</u>	<u>MEMBERS</u>	<u>YES</u>	<u>NO</u>
Connors, Peggy			Luhtanen, Joan	X	
DeDie, William	X		Martin, Ann	X	
DeGrave, Marylee	X		Negro, Mari	X	
Erickson, Peggy	X		Raether, Karen	X	
Hofer, Millie	X		Plumley, Robert		
Lang, Bernie	X		Spence, Christine	X	

**Motion carried unanimously.**

3. **ISSUE:** Contract(s)/Agreement(s)

The committee reviewed the following contracts and recommended for Board approval. Miscellaneous questions were addressed by KarenThekan.

#	Name of Contract	Purpose of Contract	Date of Contract	Old Rate	New Rate	Change
A.	Waste Management	Garbage Pick-Up	11/15/11 – 11/14/12	\$69.71/mo.	\$80.25/mo.	Inc. \$10.54
This is a renewal for garbage pick-up for the Menominee office.						
B.	St Mary' Hospital	Psychiatric Inpatient Services	1/1/12 – 12/31/12	\$1163/day	\$1163/day	n/a
This is a renewal agreement for inpatient services with St Mary's in Rhinelander, WI						
C.	HIS, Inc.	Specialized Residential	12/1/11 – 11/30/12	\$150/day and \$300/day for one DD consumer	\$250/day for 1 consumer and \$350/day for 3 consumers	\$1050/day to \$1300/ day-Total
Northpointe is changing this home from an MI home to a DD home using the Culture of Gentleness. There will be only 4 very high need consumers residing at the home.						
D.	Wakeham AFC	Specialized Residential	1/1/12 – 12/31/12	\$77.30/day	\$77.30/day	n/a

	This is a contract for one consumer who resides at Wakeham AFC in Atlantic Mine. Rates are established based on individual needs.					
E.	Bellin Psych. Center	Inpatient Services	1/1/12 – 12/31/12	\$885/day	same	same
	This is a renewal agreement for inpatient services through Bellin in Green Bay.					
F.	Schlaud AFC	Residential Services	11/4/11 – 12/31/11	n/a	\$63.25/day	Inc. of \$63.25
	This is an addendum to the current contract with Schlaud AFC for the addition of a new high need resident. The new contract for 2012 was approved by the Board last month. This additional resident needs to be added to that agreement also effective 1/1/12 to 12/31/12.					
G.	The Michigan Center for Positive Living Supports, Inc.	Mobile Crises Intervention, Assessments and Gentle Teaching Services	10/1/11 – 9/30/12	24 Hr. Crises Line - \$125 Initial 1.5 hr.- \$75/hr. Following Mobile Training/ Crises Team - \$600/diem Training/ Crises Transition Home - \$650/day On Site Initial Evaluation - \$1,500 Follow-Up Eval. - \$175/hr.	Mobile Training/ Crises Team - \$600/diem Training/ Crises Transition Home - \$650/day On Site Initial Evaluation - \$1,500 Subsequent Meetings after initial evaluation- \$1500/eval. Trainings Train the trainer - \$200; Mentor Training - \$100; Mentor Certification - \$300; Goal Develop.- \$100	No real change
H.	Linsmeyer Home	Children's Foster Care	2/1/12 – 1/31/13	\$75/day	\$75/day	No change
	This is a renewal agreement for Children's Foster Care services for one young individual in this home.					
I.	Beacon Residential Services	Specialized Residential	2/1/12 – 1/31/12	\$213.50/day for Group Home \$592/day – Trolley Ctr. \$125/day for Apart. Prog. \$40/unit - Case Mgt. \$450 - Psychiatric Eval. \$190 - Med Review	No change	No change

**ACTION:** A motion was made by C. Spence, supported by M. DeGrave to approve all contracts as noted above.

**ROLL CALL**

<u>MEMBERS</u>	<u>YES</u>	<u>NO</u>	<u>MEMBERS</u>	<u>YES</u>	<u>NO</u>
Connors, Peggy			Luhtanen, Joan	X	
DeDie, William	X		Martin, Ann	X	
DeGrave, Marylee	X		Negro, Mari	X	
Erickson, Peggy	X		Raether, Karen	X	
Hofer, Millie	X		Plumley, Robert		
Lang, Bernie	X		Spence, Christine	X	

**Motion carried unanimously.**

**4. ISSUE: Dr. Razdan's Contract**

In Dr. Razdan's three year contract it states that a performance payment would be paid in December of each year based on Dr. Razdan's job performance and available funds. Karen Thekan stated that since Dr. Razdan is a contract employee he does not receive a formal employee evaluation but annually co-workers and consumers are surveyed to review their satisfaction of services from Dr. Razdan. The survey conducted in May 2011 for Dr. Razdan is being provided to Board members for their information. Ms. Thekan stated that the Finance Committee will be re-looking at a performance payment for Dr. Razdan at the January Finance Committee meeting as Bill Adrian will know at this time what the Northpointe end of the year finance close out will be. Miscellaneous questions were addressed by Ms.Thekan.

**ACTION:** Information

**5. Miscellaneous**

- The region is looking at how to reallocate the Medicaid dollars to the U.P. CMHs.
- It was asked if there was any further information regarding the 80/20 health insurance split. At this time there were no further updates or information to provide.

**PLANNING COMMITTEE REPORT – J. Luhtanen**

Ms. Luhtanen highlighted the following from the Planning Committee meeting minutes:

**1. ISSUE: Needs Assessment Access Data**

The Needs Assessment Access Data report was provided by Nance Benson, Access Manager.

**ACTION:** Information

**2. ISSUE: Stakeholder Committee Meeting Report**

The Stakeholder Committee meeting was held on December 6. Lisa Dionne reviewed the meeting minutes.

**ACTION:** Information

**3. ISSUE: Vote for New Stakeholder Advisory Committee Members**

There are 7 openings on the Stakeholder Advisory Committee and 6 applications were received – 4 applicants are requesting reappointment to the committee and 2 applicants are new.

**ACTION:** A motion was made by J. Luhtanen, supported by M. DeGrave to approve that Harry Groulx, Gerald McCole, Adam Van Able, David King, Fumiko McLain, and Deanna Henderson be appointed to the Stakeholder Committee with their terms beginning January 1, 2012. **Motion carried unanimously.**

**4. ISSUE: 2012 Board Presentations**

Possible Board presentations for 2012 were reviewed and other suggestions provided were: Bill Adrian presenting finance information, DIVER, reviewing the different accounts on the financial statement, and invite an AFC provider to present on how to get an AFC license. If other Board member have further suggestions for Board presentation they can e- mail them to Karen Thekan or Mary Wendt.

**ACTION:** Information

**5. ISSUE: Draft-Board Orientation Manual**

**DISCUSSION:** Planning Committee members continue to work on the Board orientation manual. Mari Negro suggested a short Board orientation video could also be done for new Board members.

**ACTION:** A draft of the Board Orientation manual will be provided to Planning Committee members at their February Planning meeting.

**6. Miscellaneous**

- The NAMI Christmas party is on Friday, December 16 at the Marantha Church and everyone is invited to attend.
- Joan Luhtanen stated with the upcoming holidays that this is a stressful time for some individuals and is a good time to encourage individuals to get help if they need it.

**CHAIRPERSONS REPORT** - K. Raether

- The next NorthCare Advisory Council meeting is scheduled for March 6, 2012.
- The Great Lakes Executive Committee met on November 30 and planning for the 2012 fall conference began as a place to the hold conference needs to be secured soon.

**OLD BUSINESS** - No old business

**NEW BUSINESS** - No new business

**BOARD PREROGATIVE/AMBASSADOR MOMENT**

- Karen Raether stated that the holiday season is upon us and if you know of someone that is in distress encourage them to receive services.
- Mari Negro stated that on December 20 at the Annex in Stephenson, Senator Stabenow will be skyping into an open forum meeting that is being held there and everyone is invited to attend this.

**PUBLIC COMMENTS** – No public comments

**ADJOURNMENT**

Chairperson Raether stated the meeting adjourned. Meeting adjourned at 5:42 p.m.

The next regular monthly Board meeting is scheduled for January 19, 2012 in Kingsford, Michigan at 4:00 p.m.

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Karen Raether, Chairperson

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Peggy Connors, Secretary

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Mary Wendt, Board Secretary