

Thursday, January 13, 2011

The regular meeting of the Sanilac County Board of Commissioners was called to order by Chairperson James Bowerman at 3:07 p.m., on Thursday, January 13, 2011, in the Board of Commissioners' Chambers at 60 W. Sanilac Avenue, Sandusky, Michigan. The prayer was given by Commissioner Merriman and the pledge was led by Commissioner Daws. Members present: John Merriman, Gary Russell, James Ruby, Jamie Daws, Donald Hunt, Judy Van Sickle and James Bowerman. Quorum present. Assistant Administrator Wendi Willing was also present.

**Additions, Corrections and Deletions to the Agenda:**

Chairperson Bowerman requested FA-010-11 Authorization to obtain cost estimates Arnold Road property survey and split and East Michigan Council of Governments appointments be deleted from the agenda; and to add Board of Commissioners Chairperson appointment to Jail Committee and NFA-003-11 Material Recovery Facility Agreement for Operational and Administrative Services to the agenda.

**Approval of Minutes:**

**MOVED BY COMMISSIONER MERRIMAN AND SECONDED BY COMMISSIONER DAWS THAT WE APPROVE THE MINUTES OF DECEMBER 28, 2010, AS PRINTED.** Motion carried.

**Adoption of Agenda:**

**MOVED BY COMMISSIONER HUNT AND SECONDED BY COMMISSIONER RUSSELL THAT WE ADOPT THE AGENDA AS PRESENTED WITH THE FOLLOWING ADDITIONS AND DELETIONS:**

Item 13. Appointments to Standing Committee:  
Delete East Michigan Council of Governments

Add Board of Commissioners Chairperson Appointment to Jail Committee

Item 17. New Business:

Delete FA-010-11 Authorization to obtain cost estimates Arnold Road property survey and split

Add NFA-003-11 Material Recovery Facility Agreement for Operational and Administrative Services

Motion carried.

**Communications and Introductions:**

1. Letter from Department of Agriculture to Ken Landsburg recommending he follow the "Generally Accepted Agricultural and Management Practices for Manure Management and Utilization" to avoid complaints in the future.
2. Letter from Department of Agriculture to Chuck Spaetzel informing of a manure runoff complaint follow up inspection to be conducted on May 2, 2011.

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3. Resolution from Huron County opposing Memorandum No. 16 which purports to drastically reduce the reimbursable cost items and drastically limit each county's ability to properly fulfill the basic goals of the Remonumentation Program.
4. Minutes of CMH Authority meeting held on November 30, 2010.
5. Minutes of Region VII AAA meeting held on November 4, 2010.

**Commissioner Reports:**

No reports were given on meetings/functions attended. Commissioner Merriman reported that Minden Township passed a Resolution regarding wind turbine personal property tax value that they will be presenting to the State Tax Commission. Commissioner Hunt recognized the work of the Sheriff and the Drug Task Force regarding the recent arrests involving drugs being transported from Canada. Commissioner Van Sickle suggested that Carl Osentoski assist local units of government with the wind turbine tax issue. Commissioner Ruby reported that Michigan Works will have a virtual live job interview with prospective employees/employers.

**Administrator's Report:**

None.

**Public Comments:**

None.

**Appointments to Standing Committee:**

**MOVED BY COMMISSIONER DAWS AND SECONDED BY COMMISSIONER VAN SICKLE THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPOINTS TIM TORP, AS THE POLICE CHIEF REPRESENTATIVE, AND BRETT LESTER, AS THE POLICE CHIEF ALTERNATE TO THE DRUG TASK FORCE BOARD FOR A TWO (2) YEAR TERM, EXPIRING 12/31/2012.** Motion carried.

Chairperson Bowerman opened the nominations for one (1) general public representative on the Drug Task Force Board for a two (2) year term expiring 12/31/12. Commissioner Ruby nominated Russ Kraft and Paul Wheeler. **MOVED BY COMMISSIONER MERRIMAN AND SECONDED BY COMMISSIONER RUSSELL THAT WE CLOSE THE NOMINATIONS.** Motion carried.

**Results of signed ballots:**

Russ Kraft: D. Hunt, J. Van Sickle, J. Ruby, J. Daws and J. Bowerman

Paul Wheeler: J. Merriman and G. Russell

**CHAIRPERSON BOWERMAN DELCARED RUSS KRAFT APPOINTED TO THE DRUG TASK FORCE BOARD, AS A GENERAL PUBLIC REPRESENTATIVE FOR A TWO (2) YEAR TERM, EXPIRING 12/31/2012.**

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**MOVED BY COMMISSIONER MERRIMAN AND SECONDED BY COMMISSIONER RUSSELL THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPOINTS LINDA MCCONNACHIE, AS PLANNING COMMISSION REPRESENTATIVE, TO THE PARKS BOARD FOR A ONE (1) YEAR TERM, EXPIRING 12/31/2011. Motion carried.**

**MOVED BY COMMISSIONER DAWS AND SECONDED BY COMMISSIONER RUSSELL THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPOINTS LOUISE BLASIUS, AS SCHOOL BOARD REPRESENTATIVE, TO THE PLANNING COMMISSION FOR A THREE (3) YEAR TERM, EXPIRING 09/01/2013. Motion carried.**

**MOVED BY COMMISSIONER DAWS AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPOINTS JAMES RUBY, AS PLANNING COMMISSION REPRESENTATIVE, TO THE RECYCLING CENTER ADVISORY BOARD, FOR A ONE (1) YEAR TERM, EXPIRING 12/31/2011. Motion carried.**

**Board of Commissioners' Chairperson Appointment:**

Chairperson Bowerman appointed Commissioner James Ruby to the Jail Committee.

**General Resolutions:**

None.

**Committee Reports:**

Finance & Administration Committee Chairperson Ruby reported all items from the last Committee's meeting were on the Board's agenda.

**Unfinished Business:**

None.

**New Business:**

**FA-003-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THE 2010 EMERGENCY MANAGEMENT ANNUAL REPORT AS PRESENTED TO THE FINANCE & ADMINISTRATION COMMITTEE ON 1/11/11. Motion carried.**

**FA-004-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HUNT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES A LOAN FROM THE COUNTY 514 TAX FORECLOSURE FUND TO THE 911 FUND FOR THE PURCHASE OF**

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**EQUIPMENT FOR THE COMMUNICATION SYSTEM UPGRADE AS FOLLOWS:**

**MAXIMUM LOAN AMOUNT: \$350,000.00**  
**TERM: NOT TO EXCEED 3 YEARS**  
**RATE: 2% FIXED (PRIME 3.25%)**  
**ADMINISTRATION/LOAN MAINTENANCE FEES: NONE**  
**ISSUANCE COSTS: LOAN DOCUMENT DRAFTING/REVIEW EXPENSE**  
**LOAN PAYMENTS DUE: ANNUALLY – JUNE 15**  
**911 EMERGENCY SERVICES MILLAGE PLEDGED TO REPAY THE LOAN**  
**LIMIT ON THE NUMBER OF LOAN DRAWS/ADVANCES**

**FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.**  
Motion carried.

**FA-005-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AWARDS THE MICROWAVE SYSTEM BID TO THUMB RADIO AT A COST NOT TO EXCEED \$246,365.12 AND AWARDS THE VHF EQUIPMENT BID TO MIDCOM RADIO AT A COST NOT TO EXCEED \$40,680 FOR THE PURPOSE OF A COMMUNICATION SYSTEM UPGRADE. FURTHER, FUNDING SHALL BE DRAWN FROM THE 911 FUND. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Motion carried.

**FA-006-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES A THREE (3) YEAR CONTRACT WITH THUMB RADIO FOR GREENLEAF TOWER LEASE AT A COST OF \$350 PER MONTH. FURTHER, FUNDING SHALL BE DRAWN FROM THE 911 FUND. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.**  
Motion carried.

**FA-007-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES THE SHERIFF'S OFFICE TO SEEK BIDS FOR THREE (3) 2011 CROWN VICTORIA POLICE INTERCEPTOR PATROL UNITS AND ONE (1) 2011 FORD F150 EXTENDED CAB 4x4 PICK UP PATROL UNIT. FURTHER, ALL BIDS SHALL BE PRESENTED TO THE FINANCE & ADMINISTRATION COMMITTEE FOR REVIEW.** Motion carried.

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**FA-008-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES A 2010 WAGE ADJUSTMENT CONSISTENT WITH THE C.O.A.M. BARGAINING AGREEMENT FOR THE UNDERSHERIFF RETROACTIVE TO JANUARY 1, 2010. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.**

**MOVED BY COMMISSIONER VAN SICKLE AND SECONDED BY COMMISSIONER MERRIMAN THAT WE AMEND FA-008-11 AS FOLLOWS:**

**THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE 2010 BASE SALARY OF \$55,411.72 FOR UNDER SHERIFF BRAD ROFF RETROACTIVE TO JANUARY 1, 2010.** Discussion was held on the Personnel Committee not having enough time to review what the 2011 salary should be and what other benefits are applicable. Motion to amend carried.

**Vote on FA-008-11 as amended. Motion carried.**

**FA-009-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE ONE (1) YEAR ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE HURON COUNTY ECONOMIC DEVELOPMENT CORPORATION AND THE COUNTY OF SANILAC CONTINGENT UPON THE DELETION OF THE ADMINISTRATOR SIGNATURE LINE AND THE ADDITION OF THE BOARD'S CHAIR SIGNATURE LINE AS FOLLOWS:**

#### **ECONOMIC DEVELOPMENT AGREEMENT**

This agreement is made on January 13, 2011 by and between the Huron County Economic Development Corporation, a body corporate, (hereinafter "the EDC"), established pursuant to Act 338 of 1974, (hereinafter "the Act"), by and through its Board of Directors, 250 E. Huron Avenue #303, Bad Axe, Michigan and the County of Sanilac, a Michigan municipal corporation, (hereinafter "the County"), by and through its Board of Commissioners, 60 W. Sanilac Ave., Sandusky, MI 48471 for the purpose of providing economic development services to the County.

#### **RECITALS**

Whereas, the parties agree with the purpose of the Act, as more fully set forth in the "Declaration of necessity," located at MCL 125.1602, that there is a continuing need for programs to alleviate and prevent conditions of unemployment and that it is accordingly necessary to retain and assist industrial and commercial enterprises to strengthen and revitalize the economy of the state and its municipalities;

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Whereas, the counties of Huron and Sanilac are contiguous and share 150 miles of shoreline on Lake Huron;

Whereas, due to the proximity of the Upper Thumb region to the Detroit metropolitan area and rising fuel prices, it is anticipated that there will be renewed interest in the region for tourism;

Whereas, the Upper Thumb region has been designated by the State of Michigan as a prime area for the development of wind energy;

Whereas, due to the aforesaid factors there is a need for cooperation and coordination between the parties to maximize economic development activities.

## SECTION ONE TERM OF AND AUTHORITY FOR AGREEMENT

The term of this agreement shall be for a period of one year, commencing on January 1, 2011, and terminating on December 31, 2011. The parties derive the authority for this agreement from the Act in general and in particular from Section 27, located at MCL 125.1627, wherein it allows any municipality to enter into agreement of up to 50 years with the EDC regarding action it will take pursuant to the Act.

## SECTION TWO ECONOMIC DEVELOPMENT CORPORATION'S OBLIGATION

The EDC shall provide the following services to the County:

The EDC shall offer economic consultation to the County, including, but not limited to, CDBG grant writing assistance, community assistance on job creation, advice and assistance on regional projects and on any and all economic development activities;

The EDC shall make a staff person available to the County two days per week during the term of the agreement, between 9:00 a.m. and 4:00 p.m. on Tuesdays and Thursdays, unless other times and dates are agreed upon in advance;

The Executive Director of the EDC will attend meetings with various communities within the County on an as needed basis and/or will be available through telephonic (or video, if available) conferencing;

The EDC will provide computer service technology, video conferencing and telephone services to the County; and

The EDC shall report to the County Commissioners on a quarterly basis for status review and billing. The EDC will also be available at any time during business hours for the Commissioners.

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SECTION THREE  
THE COUNTY'S OBLIGATION

The Sanilac County Board of Commissioners shall provide the following:

A budget not to exceed \$26,745.00 for the term of the agreement, as more fully set forth in the budget attached hereto and adopted by reference as though fully set forth herein;

The Board shall provide office space and equipment, including, but not limited to, a desk, chair, copier, and supplies necessary to operate a business office; and

The Board shall provide equipment for video conferencing availability during regular business hours.

SECTION FOUR  
INSTRUMENT AS ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall be valid or binding. Any modification to any of the provisions or additions and deletions shall be in writing and signed by the parties.

**SANILAC COUNTY ECONOMIC DEVELOPMENT  
2011 BUDGET**

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	<b>Proposed 2011</b>	
<b>INCOME</b>		
County Transfers In	26,745	
<b>Total Income:</b>	<b>\$26,745</b>	
<b>EXPENSES</b>		
<b>Operating:</b>		
Office Supplies	1,000	
Mileage	4,500	
Internet	660	
Telephone	780	2 cell phones unlimited mins + comp line 20
Hardware & Software	4,865	
Postage	300	
<b>Total Operating Expenses</b>	<b>\$12,105</b>	
<b>Payroll</b>		
Company FICA	1,090	6.2
Company Medicare	255	1.45
Salary/Wages	13,295	Staff - 2 days a week plus Carl 4 hrs./week
<b>Total Payroll Expenses</b>	<b>\$14,640</b>	

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**Total Expenses** **\$26,745**

**Summary**

Total Income **\$26,745**  
Total Expenses **\$26,745**

**Net Income/Expenses** **\$0**

**Tues & Thurs. Office Hrs 9-4**

**Video Conference from Commissioners Office during business hours**  
**Sanilac Provides Office Setup - desk, chair, copier**

Hourly wages are:

Executive Director \$31.36

Projects Manager - \$17.75

Office Manager - \$15.69

**FURTHER, FUNDING SHALL BE DRAWN FROM THE ENVIRONMENTAL TRUST FUND. FURTHER, AUTHORIZES THE BOARD'S CHAIR TO SIGN THE NECESSARY DOCUMENT. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Discussion was held as to when payments would be made. Motion carried.

**FA-011-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DAWS THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF 2010 CURRENT CLAIMS FOR THE GENERAL BANK ACCOUNT IN THE AMOUNT OF \$58,302.11. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Motion carried.

**FA-012-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF 2011 CURRENT CLAIMS FOR THE GENERAL BANK ACCOUNT IN THE AMOUNT OF \$49,849.29. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO.** Motion carried.

**FA-013-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER MERRIMAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING 2010 BUDGET**

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**AMENDMENTS AND TRANSFERS, THE 2011 TRANSFERS AND ESTABLISHES THE FOLLOWING ACCOUNT NUMBERS:**

**2010 BUDGET AMENDMENTS:**

**REVENUE:**

Decrease 101-000-616.000 DPW-Admin. Fee \$10,000.00

**EXPENSE:**

Decrease 101-215-934.000 Clerk-Office Equip.Rep/Maint \$500.00

Decrease 101-215-942.000 Clerk-Equip. Rental \$1,507.20

Decrease 101-302-932.000 Sheriff-Equip Repair/Maint \$42.04

Decrease 101-302-932.000 Sheriff-Equip Repair/Maint \$616.61

Increase 101-302-999.636 Sheriff-Transfer Out-Data Processing \$616.61

Increase 101-302-999.636 Sheriff-Transfer Out-Data Processing \$42.04

Decrease 101-890-965.000 Contingency \$10,000.00

Increase 101-970-999.000 Transfer Out-Data Processing \$2,007.20

**FURTHER, AUTHORIZES THE FOLLOWING TRANSFERS:**

TO: 636-259-699.002 Data Processing-Transfer In-Gen. Fd Dept. \$616.61

FROM: 101-302-999.636 Sheriff-Transfer Out-Data Processing \$616.61

TO: 636-259-699.002 Data Processing-Transfer In-Gen. Fd Dept. \$42.04

FROM: 101-302-999.636 Sheriff-Transfer Out-Data Processing \$42.04

TO: 636-259-699.001 Data Processing-Transfer In-Gen. Fund \$2,007.20

FROM: 101-970-999.000 Transfer Out-Data Processing \$2,007.20

**2011 BUDGET**

**FURTHER, AUTHORIZES THE FOLLOWING TRANSFER:**

TO: 636-259-677.218-Data Processing-Reimb-911 Wireless \$1,500.00

FROM: 218-325-980.001-Central Dispatch-Equip-911 Wireless \$1,500.00

**FURTHER, ESTABLISHES THE FOLLOWING ACCOUNT NUMBERS:**

215-141-712.000 – Friend of the Court-Defined Contribution

514-254-808.001 –Tax Foreclosure Fund-Legal

**FURTHER, DIRECTS THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.**

**NFA-003-11 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER RUSSELL THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING AGREEMENT:**

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**AGREEMENT TO PROVIDE OPERATIONAL AND ADMINISTRATIVE SERVICES FOR THE SANILAC COUNTY MATERIAL RECOVERY FACILITY**

This Agreement made this 13th day of January 2011, by and between the COUNTY OF SANILAC, STATE OF MICHIGAN, hereinafter referred to as the County; and Shelly Warczinsky, hereinafter referred to as the Consultant.

**I. TERM**

The County shall retain the services of Consultant from January 01, 2011 through December 31, 2011.

**II. COMPENSATION**

The County shall pay Consultant \$449.35 on a bi-weekly basis for a total of \$10,784.40 annually. The County shall pay Consultant \$13.81 per hour for hours worked beyond ten (10) hours per week. Consultant shall submit an invoice on a bi-weekly basis for services performed to the accounts payable department.

**III. PERFORMANCE OF DUTIES**

Hours worked by the Consultant must average at least ten (10) hours a week in accordance with this Agreement.

**IV. RESPONSIBILITIES OF CONSULTANT**

The Consultant shall be responsible for the administration and operation of the Sanilac County Material Recovery Facility (MRF), and develop effective cooperative working relationships with community groups, business, governmental agencies, and Sanilac Advisory Committee in maintaining an effective resource recovery program for Sanilac County.

A. The following list of duties, while not inclusive of the total scope of the job functions, serve as example:

- a) General duties such as staffing phone, clerical, maintenance schedule, policy recommendations, etc...
- b) Prepare and adhere to annual budget.
- c) Provide tours and answer questions regarding the MRF.
- d) Coordinate and oversee collection and processing.
- e) Schedule inmates, community correction individuals, volunteers, or other parties that assist with processing.
- f) Schedule drop-off hours for materials.
- g) Track tonnage and revenue from the MRF.

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- h) Prepare reports as required.
- i) Research and market materials from the MRF.
- j) Participate in appropriate workshops, conferences and training meetings to keep abreast of resource recovery industry changes.
- k) Participate and cooperate with the Recycling Center Advisory Board.
- l) Provide management direction to part-time supervisor.
- m) Provide management supervision and direction to MRF staff.

**Material to Be Collected and Processed at the MRF Will Include:**

Plastic #1 & #2

Glass

Metals (tin and aluminum)

Paper (newspaper, office paper, white paper, colored paper, soft covered books and magazines)

Corrugated Board

NOTE: ALL ITEMS MUST BE COLLECTED UNLESS OTHERWISE APPROVED BY THE SANILAC COUNTY BOARD OF COMMISSIONERS.

B. The Consultant will be provided \$500,000.00 of liability insurance through the County of Sanilac.

**IV. RESPONSIBILITIES OF COUNTY**

A. The County will continue to staff the MRF with inmates and/or Community Correction individuals to assist in the processing of materials.

B. The County agrees to indemnify the Consultant to the maximum extent permitted by Michigan law, during and after termination of the Consultant's employment, against all judgment, settlement payments, costs, attorney fees and other reasonable expenses incurred by the Consultant in connection with the defense of any action, suit or proceeding arising from events that occur during the term of the Consultant's employment with the County to which the Consultant has been made party due to his/her performance of his/her duties under this agreement.

C. Make available all records and information relevant to the administration and operation of the MRF.

D. County agrees to reimburse Consultant for gas and oil expenses in connection with the Consultant's duties as MRF Coordinator/Director.

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**VI. COMPLIANCE WITH CONSTITUTION, LAWS, AND RULES**

All work and services rendered in connection with this project shall be performed in accordance with the Constitution and laws of the State of Michigan.

**VII. TERMINATION**

This Agreement may be terminated by either party without cause on thirty (30) days notice sent certified mail to the other party. After receiving notice of termination, the Consultant shall complete all normal MRF Coordinator/Director tasks during the notice period, and the County shall make prompt payment of the fee for such services.

If agreed by the County in writing, the Consultant may be given thirty (30) days in which to cure any defect in its performance upon written request to the County.

In the event of termination prior to the normal expiration date, the terminating party shall hold harmless the other party to the agreement as to any and all continued performance after the date of termination. In the event that the terminating party should require some further service of services, then the party performing such services shall be entitled to renegotiate the fee for such performance based upon their prevailing consultant fee.

**VIII. NONDISCRIMINATION**

Consultant shall not discriminate against a person to be served or employee or application for employment because of race, color, age, sex, or sexual preference, handicap, height, weight, marital status, political affiliation or beliefs.

**IX. TITLE TO RECORDS**

The County shall have exclusive right, title and interest to any and all records, documents, papers or other data pertaining to or prepared pursuant to the contract.

**X. RETURN OF COUNTY PROPERTY AND EQUIPMENT UPON TERMINATION**

Upon termination or completion of the project, the Consultant shall turn over to the County all records and equipment of the County within five (5) days of such completion or termination.

**XI. INDEPENDENT CONTRACTOR**

In the performance of the services to be rendered pursuant to this Agreement, it is mutually understood and agreed that the Consultant shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties.

The parties agree that the Consultant is not an employee of the County and not eligible for any fringe benefits, pension, worker's compensation, sickness or health insurance benefits or other similar benefits accorded employees of the County. The

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parties agree that the County will not withhold any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body.

## **XII. COMPLETENESS OF AGREEMENT**

This agreement and any additional or supplementary documents incorporated herein specific reference contains all of 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 unless in writing and signed by the County and Consultant.

IN WITNESS WHEREOF, an authorized representative of the County of Sanilac, State of Michigan, acting on behalf of said County , and Shelly Warczinsky have signed this Agreement.

## **XIII. OTHER PROVISIONS**

The Material Recovery Facility shall continually strive to be a self liquidating enterprise with no subsidy from any source including but not limited to the General Fund or the Environmental Trust Fund.

If after six (6) months of operation under the new director, there is a need for any financial subsidy the Board of Commissioners shall evaluate the feasibility of continuing operations.

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**James Bowerman, Chairperson Board of Commissioners**

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**Shelly Warczinsky, Consultant**

Discussion held. Shelly reported on the great job that Mike is doing and that she puts in about 10 hours a week. Motion carried.

## **Public Comments:**

Eric Levine, Sanilac County New Editor, inquired about the four cars for the Sheriff's Dept., because it was his understanding the budget only has enough for two vehicles. Sheriff Garry Biniecki responded to Mr. Levine's question as to the vehicle funding by reporting in the 2010 budget nothing was budgeted for diverted felons. He indicated the State of Michigan was sent an invoice and the Treasurer's Office has started to receive payments. He estimated the total at \$28,690 that the State is now paying to house their prisoners in our jail.

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Shelly Warczinsky, Material Recovery Facility Consultant, inquired of the Sheriff as to the Jail Work Crew schedule for 2011 as her budget has been reduced by \$11,000. Shelly also reported MI Works no longer has a set schedule and currently she has as many as 20 people working at the facility.

Commissioner Merriman thanked the Sheriff for attending township meetings and giving a report of public services they can share. Commissioner Van Sickle inquired of the Sheriff if he attended all township meetings. Sheriff Biniecki reported he does and for this year he is about 1/3 done. Commissioner Russell also expressed his appreciation to the Sheriff for attending township meetings in his district.

Al Mach reported Delaware Township also passed a resolution concurring with Minden Township as to the taxing of wind turbines.

Chairperson Bowerman declared the meeting adjourned at 3:55 p.m.

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James Bowerman, Chairperson

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Linda I. Kozfkay, County Clerk

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