

Tuesday, February 26, 2013

The regular meeting of the Sanilac County Board of Commissioners was called to order by Chairperson Donald Hunt at 2:30 p.m., on Tuesday, February 26, 2013 in the Circuit Courtroom at 60 W. Sanilac Avenue, Sandusky, Michigan. The prayer was given by Commissioner Hoffmann and the pledge was led by Commissioner Dean. Members present: Daniel Dean, Justin Faber, John Hoffmann and Donald Hunt. Member absent: James Ruby. Quorum present. Administrator Kathy Dorman was also present.

Additions, Corrections and Deletions to the Agenda:

None

Approval of Minutes:

MOVED BY COMMISSIONER HOFFMAN AND SECONDED BY COMMISSIONER DEAN THAT WE APPROVE THE MINUTES OF FEBRUARY 12, 2013 AS PRINTED. Motion carried.

Adoption of Agenda:

MOVED BY COMMISSIONER FABER AND SECONDED BY COMMISSIONER DEAN THAT WE ADOPT THE AGENDA AS PRESENTED. Motion carried.

Communications and Introductions:

1. Minutes of Region VII AAA Board of Director's meeting held on 12/6/12.
2. Notice from Region VII AAA indicating Board packets will no longer be mailed, effective March 7, 2013. Anyone wishing to obtain the packet via email may contact gittenss@region7aaa.org. Meeting notices, agenda and copies of the last signed board minutes may be obtained at www.region7aaa.org.
3. Letter from MI Department of Agriculture to Jerry and Ken McCarty indicating that implementation of conservations practices has abated the source of the complaint and the fill will be closed.
4. Letter from the State 9-1-1 Committee requesting if the county is going to continue collection of its local 911 surcharge with no change in the amount, to provide a letter to the State 911 office. (has been done)
5. Minutes of Veterans Affairs Committee meeting held on January 31, 2013.
6. Minutes of Community Mental Health Authority meeting minutes of January 16, 2013.
7. Letter from MI Department of Agriculture to John and Margaret Demaray providing notice of a follow-up inspection to be held on April 11, 2013.
8. Minutes of Drug Task Force meeting held on 12/10/12.
9. Notice from Sanilac County Clerk to Chair Donald Hunt advising that the 45 day period for the right to petition for a referendum upon the question of the issuance of bond (Sanilac County Medical Care Facility) has expired and no petitions were filed.
10. Minutes of Community Mental Health Authority meeting held on December 18, 2012.
11. Minutes of Veterans Affairs Committee meeting held on February 19, 2013.

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

Commissioner Reports:

None.

Administrator's Report:

- Continue work on building and remodeling projects for jail, medical care facility and courthouse.

- Received confirmation from corporate counsel that he is working with legal counsel from Tuscola and Huron counties on a draft agreement for the Thumb Area Dental Clinic.

- Attended an educational meeting on the Affordable Health Care Act.

- Will be attending a meeting on public employer labor matters and Right To Work legislation this Friday.

- Met with the Real Estate Listing Committee

- Met with the Personnel Committee on a reclassification request.

- Met with the Sandusky Managers Group to discuss health insurance costs.

- State Tax Commission Chairperson is starting to establish a Wind Energy Multiplier Committee to determine the true cash value of the wind energy system. The Michigan Renewable Energy Collaborative (MREC) will have three members. Any findings of the Committee will be retroactive back to the date the multipliers were changed in 2011. The State Tax Commission will fund a study and the MERC will continue with their study and appraisal process. The Gratiot County Michigan Tax Tribunal appeal is still pending where the original multipliers were used.

Commissioner James Ruby was present at 2:35 p.m.

Public Comments:

None.

The Board conducted interviews with applicants Karen Howard-Baranowski and Frank Catalano, Jr., for the Senior Representative on the Sanilac Transportation Local Advisory Board.

Former Drug Task Force Director Bill Gray presented the 2012 Annual Report for the Drug Task Force. He reviewed participation in the Drug Abuse Resistance Education Program, High School On-Site Counseling, and increases and decreases of the 2012 Enforcement Unit's activities as to tips received, criminal and forfeiture complaints, undercover buys, search warrants and primary drug arrests. He reported on the use of controlled substances, prescription medications and surveillance efforts.

Discussion was held with Bill on the presence of the U.S. Border Patrol. Bill also reported on many law enforcement programs in the City of Detroit being eliminated and how drug related activities may move in our direction.

County Clerk Linda I. Kozfkay presented the 2012 Annual Report for the Clerk's Office. She reported on the funds remaining in the budgets for the Clerk, Election, Board of Canvassers and Jury Board that were returned to the General Fund. She outlined many

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

legislative changes for the administering of elections and reported on changes with court functions. She reported that court file storage is an issue that will need to be addressed.

Drain Commissioner Greg Alexander showed a nine minute video on the responsibilities and duties of a drain commissioner and he gave a brief overview of his involvement in various projects and board and commissions he serves on.

Appointments to Standing Committee:

Chairperson Hunt opened the nominations for one position on the Sanilac Transportation Local Advisory Board as the Senior Citizen Representative for a one year term expiring 12-31-13. Commissioner Dean nominated Karen Howard-Baranowski and Frank Catalano, Jr. Moved by Commissioner Ruby and seconded by Commissioner Hoffman that we close the nominations. Motion carried. Results of signed ballots:

Ballot #1:

Karen Howard-Baranowski – D. Dean and J. Ruby
Frank Catalano Jr. – J. Hoffman, J. Faber and D. Hunt

CHAIRPERSON HUNT DECLARED FRANK CATALANO, JR. ELECTED TO THE SANILAC TRANSPORTATION LOCAL ADVISORY BOARD AS THE SENIOR CITIZEN REPRESENTATIVE FOR A ONE (1) YEAR TERM, EXPIRING 12/31/2013.

CHAIRPERSON HUNT APPOINTED JAMES RUBY AND DONALD REDMAN TO THE HURON COUNTY ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS – SPECIAL PROJECT.

General Resolutions:

MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING:

**RESOLUTION TO ENTER INTO A REVISED INTERLOCAL AGREEMENT
FOR SHARED LEGAL EXPENSES**

WHEREAS, it is in the best interest of the County of Sanilac to enter into an Interlocal Agreement pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et seq, by and between a number of public agencies, as defined by MCL 124.502(e), for the purpose of sharing in all legal & ancillary expenses related to the prosecution of an appeal from a decision of the State of Michigan Tax Commission pertaining to a new trending/multiplier table for determining true cash value for personal property; and

WHEREAS, the Michigan Renewable Energy Collaborative (hereinafter the “Collaborative”) is a group of public agencies that have a common interest in the development of commercial wind turbine electrical generators and currently consists of

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

the counties of Huron, Sanilac, Gratiot, Mason, and Tuscola, but the Collaborative may expand or contract in composition, pursuant to the terms of a proposed Interlocal Agreement, a copy of which is attached hereto and marked as Exhibit A; and

WHEREAS, all of the public agencies in the Collaborative exist within a community or communities which have been identified as a favorable geographic location for the development of commercial wind turbine electrical generators as a mechanism for renewable electric energy for the general benefit of all citizens; and

WHEREAS, the commercial wind turbine generators intended for or being used for the generation of renewable energy have been defined by the State of Michigan as personal property for the purpose of any ad valorem taxation of those turbines; and

WHEREAS, the Michigan State Tax Commission recently promulgated a new trending/multiplier table (usually understood to be a depreciation table) to determine the true cash value of personal property for purposes of ad valorem taxation, which a number of public agencies dispute as an accurate reflection of the true cash value of those turbines; and

WHEREAS, the new trending/multiplier table will result in a substantial loss of revenue to all of the public agencies that are entitled to a share of those ad valorem taxes; and

WHEREAS, the old trending/multiplier table has recently been used for the ad valorem taxation of wind turbines in Wheeler Township, in Gratiot County and that decision is being appealed to the Michigan Tax Tribunal, under the case caption of *Detroit Edison Company v Wheeler Township – Tax Appeals and Detroit Edison Company v Bethany Township – Tax Appeals*, by the law firm of Clark Hill PLC; and

WHEREAS, all public entities that are a party to the proposed Interlocal Agreement have an interest in and will be affected by the ultimate resolution of the appeal on the appropriateness of the use of the new trending/multiplier table; and

WHEREAS, pursuant to MCL 124.504, a public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to MCL 124.505(1), a joint exercise of power under the authority of the Urban Cooperation Act shall be made by contract or contracts in the form of an interlocal agreement; and

WHEREAS, the purpose of this Interlocal Agreement is to equitably share in the legal & ancillary expense directly related to the prosecution of an appeal of the decision to use the new trending/multiplier table for the purpose of taxation of wind turbine generators; and

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

WHEREAS, legal costs are defined as actual attorney fees billed by the Attorneys handling the appeal at the rate of \$260.00 per hour, as well as the billable costs expended by said attorneys in conjunction with the prosecution of said appeal; and

WHEREAS, ancillary costs are defined by a proposed appraisal study at a cost of \$275.00 per hour, not to exceed \$50,000 for the first phase of the study; and

WHEREAS, the proposed Interlocal Agreement would require the members of the Collaborative to pay 50% of the legal & ancillary costs equally between the parties to the proposed Interlocal Agreement and then to divide the balance of the legal costs on a pro rata basis, determined by the number of wind turbines either existing, under construction, or permitted within that public agency's zoning jurisdiction; now

THEREFORE, BE IT RESOLVED that it is in the best interest of the County of Sanilac to enter into an interlocal agreement, pursuant to the terms of the proposed Interlocal Agreement attached hereto, for the purpose of equitably sharing in the legal & ancillary expense of the prosecution of an appeal of a decision of the State of Michigan Tax Commission, as more fully set forth hereinabove; and

BE IT FURTHER RESOLVED that the Sanilac County Board of Commissioners authorizes its Chairman to execute a copy of the proposed Interlocal Agreement.

EXHIBIT A
Michigan Renewable Energy Collaborative
Attorney Fee Agreement

This Interlocal Agreement is entered into pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et seq, by and between a number of public agencies, as defined by MCL 124.502(e), for the purpose of sharing in all legal expenses related to the prosecution of an appeal from a decision of the State of Michigan Tax Commission pertaining to a new trending/multiplier table for determining true cash value for personal property.

Recitals

The Michigan Renewable Energy Collaborative (hereinafter the "Collaborative") is a group of public agencies that have a common interest in the development of commercial wind turbine electrical generators and currently consists of the counties of Huron, Sanilac, Gratiot, Mason and Tuscola, but the Collaborative may expand or contract in composition, pursuant to the terms of this Interlocal Agreement;

All public agencies entering into this Interlocal Agreement exist within a community or communities which have been identified as a favorable geographic location for the development of commercial wind turbine electrical generators as a mechanism for renewable electric energy for the general benefit of all citizens;

The commercial wind turbine generators intended for or being used for the generation of renewable energy have been defined by the State of Michigan as personal property for the purpose of any ad valorem taxation of those turbines;

The Michigan State Tax Commission recently promulgated a new trending/multiplier table (usually understood to be a depreciation table) to determine the true cash value of personal property for

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

purposes of ad valorem taxation, which a number of public agencies dispute as an accurate reflection of the true cash value of those turbines;

The new trending/multiplier table will result in a substantial loss of revenue to all of the public agencies that are entitled to a share of those ad valorem taxes;

The old trending/multiplier table has recently been used for the ad valorem taxation of wind turbines in Wheeler Township, in Gratiot County and that decision is being appealed to the Michigan Tax Tribunal, under the case caption of *Detroit Edison Company v Wheeler Township & Detroit Edison Company vs. Bethany Township – Tax Appeals*, by the law firm of Clark Hill PLC;

The legal fees being charged by the law firm of Clark Hill PLC are set forth in a letter from the attorney at Clark Hill responsible for the prosecution of the appeal, dated June 14, 2012 and addressed to Mr. Jerry Rohde, Supervisor of Wheeler Township and Mr. Don Long, Supervisor of Bethany Township, of which fee rate is not expected to exceed \$260.00 per hour for services rendered (a copy of said letter is attached hereto and marked as Attachment A);

All public entities to this Interlocal Agreement have an interest in and will be affected by the ultimate resolution of this appeal on the appropriateness of the use of the new trending/multiplier table;

The five counties involved in the Collaborative, as set forth hereinabove, have each agreed to assume the responsibility for absorbing the legal and ancillary expenses pertaining to the prosecution of the appeal for the various other public agencies located within the respective counties, hence, Gratiot County is involved in the appeal on behalf of Bethany & Wheeler Township, two of its local communities;

Pursuant to MCL 124.504, a public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority that the agencies share in common and that each might exercise separately;

Pursuant to MCL 124.505(1), a joint exercise of power under the authority of the Urban Cooperation Act shall be made by contract or contracts in the form of an interlocal agreement;

The purpose of this Interlocal Agreement is to equitably share in the legal and ancillary expenses directly related to the prosecution of an appeal of the decision to use the new trending/multiplier table for the purpose of taxation of wind turbine generators.

Agreement

1. The parties agree that the governing body for the parties to this Interlocal Agreement shall adopt a written resolution authorizing the public agency's participation in this agreement and attach a copy of said resolution to an executed copy of this Interlocal Agreement and forward a copy of same to each member of the Collaborative;

2. Legal costs are defined as actual attorney fees billed by the Attorneys handling the appeal on behalf of the parties to this agreement at the rate of \$260.00 per hour, as well as the billable costs expended by said attorneys in conjunction with the prosecution of said appeal. Ancillary expenses are defined as actual professional fees billed by appraisers handling the planning study on behalf of the parties to this agreement at the rate of \$275.00 per hour, not to exceed the amount of \$50,000 for the first phase of the appraisal study.

3. The parties agree that 50% of the legal and ancillary costs will be divided equally between the parties to this agreement;

4. The parties agree that the parties to this agreement shall divide the balance of the legal and ancillary costs on a pro rata basis, determined by the number of wind turbines either existing, under construction, or permitted within that public agency's zoning jurisdiction;

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

5. The parties agree that a table of the fee sharing agreement, as set forth in paragraphs three and four hereinabove, shall appear as follows for the Collaborative as it currently exists:

The First half of the bill will be split evenly between the five counties, then as follows:

County	Active No. of Turbines	No. of Turbines – under construction	Total No. of Turbines	% of Bill
Huron	78	82	160	31.1%
Sanilac	50	18	68	13.2%
Gratiot	133	34	167	32.5%
Mason	0	56	56	10.9%
Tuscola	0	63	63	12.3%
	261	253	514	100%

(This formula will be adjusted as more turbines are added)

6. The parties agree that this agreement shall remain in full force and effect through the appellate process for the prosecution of the appeal, as set forth hereinabove;

7. The parties agree that a participating public agency may only be released from the obligations established pursuant to this Interlocal Agreement prior to the termination of this agreement by a majority vote of all of the parties to this agreement;

8. The parties agree that if there are any surplus funds remaining at the termination of this agreement that those funds shall be returned to the participating public agencies on the pro rata basis, as set forth above;

9. Additional parties may be allowed to join this agreement by majority vote of the then existing participants. The pro rata share of each participant, including each new participant shall be adjusted as soon as membership is increased or decreased.

County of Huron
Dated: _____

By: _____
Its: Chairman of Board

County of Gratiot
Dated: _____

By: _____
Its: Chairman of Board

County of Mason
Dated: _____

By: _____
Its: Chairman of Board

County of Sanilac
Dated: _____

By: _____
Its: Chairman of Board

County of Tuscola
Dated: _____

By: _____
Its: Chairman of Board

ATTACHMENT A

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

RICHARD A. SUNDQUIST Phone: (313) 965-8227
E-Mail: rsundquist@clarkhill.com

VIA E-MAIL jerri@wheclertownship.com

Mr. Jerry Rohde
Supervisor, Wheeler Township 8510 E. Monroe Road
Wheeler, Michigan 48862

Clark Hill PLC
500 Woodward Avenue
Suite 3500
Detroit, Michigan 48226
T 313.965.8300 F
313.965.8252

clarkhill.com

Re: **Detroit Edison Company v Wheeler Township - Tax Appeals**

Dear Mr. Rohde:

This letter serves to record the terms of our engagement to represent Wheeler Township, as client, with respect to the pending tax appeals filed by Detroit Edison Company with the Michigan Tax Tribunal.

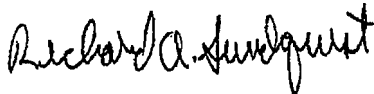
I will be the principal attorney contact in this matter. In the normal course, our fees are based on hours spent by lawyers necessary to produce the work product. Our minimum billing increment is .1 hour. At this time, our regular lawyer billing rates range from \$180 to \$525 an hour, and legal assistant rates range from \$80 to \$160 per hour. My current regular hourly rate is \$440. For this engagement, my hourly rate will be \$260.00 per hour. I may consult with other members of the firm, whose hourly rates will also not exceed \$260.00, unless I receive approval from you in advance.

This letter is supplemented by the attached Standard Terms of Engagement for Legal Services, which are incorporated in this letter. If you agree that this letter provides acceptable terms for our engagement in this matter, please sign and return a copy to me.

The firm will not require a retainer at the outset of this engagement.

Thank you for your confidence in our firm and we look forward to working with you.

Very truly yours,



Richard A. Sundquist

RAS/gs

Mr. Jerry Rohde June 14, 2012 Page 2

The undersigned accepts the terms of the foregoing letter and the terms of the Standard Terms of Engagement for Legal Services

WHEELER TOWNSHIP

By: _____

Jerry Rohde

Its: Township Supervisor

Dated: June _____, 2012

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

**STANDARD TERM OF ENGAGEMENT
FOR LEGAL SERVICES**

This statement provides the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

General Duties and Responsibilities of Clients of the Firm

A client of the firm **has** the right to: (A) expect competent representation by an attorney; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the attorney's obligation to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the attorney respond promptly to reasonable requests for information; and (D) terminate the representation of the attorney at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the attorney.

A client of the firm has the responsibility to: (A) obey all orders issued by a court concerning your matter; (B) be candid and truthful with the attorney and the court; and (C) pay the firm as provided by this agreement and any other agreements regarding payment for legal services and expenses. A client may not: (A) demand that the attorney use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance from the attorney which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which the attorney reasonably believes to be illegal, fraudulent, offensive or unwise. The attorney may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

Obligations of a Lawyer

All lawyers are required to observe and uphold the law, including applicable court rules; and are governed by Rules of Professional Conduct that pertain to our relationship with a client, with third persons, other professionals and the courts. All of these laws and rules apply to our representation of you, and we welcome your inquiry about them.

Whom We Represent

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of such person or entity, such as parent companies, subsidiaries, sibling entities, and/or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, or members of an association, and/or other constituents of a named client unless our engagement letter expressly provides otherwise.

The Scope of our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Your obligation to pay our fees as provided in this letter is not in *any way* contingent upon a result or results in the matter.

Our attorney-client relationship will be considered ended upon our completion of the services which you have retained us to perform, upon notification by you to us that *you* desire to terminate such services, or upon *notification* by us of termination of our attorney-client relationship. If you later retain us to perform further or additional services, our attorney-client relationship will be re-established pursuant to a new engagement agreement.

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Preservation of Evidence and Communication Protocol in Litigated Matters

All evidence of any nature that is arguably relevant to this matter, including but not limited to documents (whether hard copy or electronic) and other physical evidence, must be preserved. Moreover, scheduled routine destruction of any stored records (whether hard copy or electronic) must be suspended immediately until after this matter is concluded. Failure to do so may result in sanctions by a court or tribunal.

In order to preserve the attorney/client privilege that attaches to our communications, it is important that all future oral communications about this matter occur only in the presence of a Clark Hill attorney. Further, all written communications about the matter should be directed to a Clark Hill attorney.

How Fees Will Be Set

Unless our engagement letter provides otherwise, our fees will be charged on an hourly basis, i.e., time expended multiplied by the hourly rates of our lawyers and other professionals. Among the factors we consider in determining the staffing of the matter and the hourly rates charged are:

- The novelty and complexity of the issues presented, and the skill required to perform the legal services;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The experience, reputation and expertise of the lawyers performing the services.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

The hourly rates of our lawyers are adjusted periodically to reflect current levels of legal experience, changes in overhead costs and other factors.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will respond to your request by furnishing an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Retainer and Trust Deposits

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

Clients of the firm are commonly asked to deposit a retainer with a firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. While the retainer is on deposit, you grant us a security interest in such funds. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account unless you request a segregated account. By court rule in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. Interest earned on the segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Out-of-Pocket Expenses

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs and charges arising in connection with legal services. These include charges made by courts, other government agencies, and service vendors. Whenever such costs are incurred, we will itemize and bill them. Typical of such costs are messenger, courier, and express delivery charges; outside printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including accountants, appraisers, and other legal counsel. Unless separately agreed, we will advance costs on our clients' behalf for costs of up to \$100, and require that our clients directly pay, or deposit with us funds to pay, costs exceeding \$100.

The present policy of the Firm is not to charge for ordinary internal costs of copying, telephone, third party charges for internal research, faxes, secretarial overtime, mailing, and the like. If and when we incur extraordinary expenses of this type, we will bill you for them at cost.

Files and Other Materials

After our engagement in this matter ends, we will return the materials provided by you upon your request and at your expense. You agree that we may retain copies of such materials. Any other materials from the matter may be retained or destroyed within a reasonable time after our engagement in the matter ends, at our discretion. To the extent we retain them, we will provide you reasonable access to matter files in accordance with applicable law, excluding firm files (firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and internal lawyers' work product, e.g., drafts, notes, internal memoranda, legal research, and factual research). Matter files to which you are given access may be reproduced at your request and at your expense. We reserve the right to make and retain copies of all documents generated or received by us in connection with the matter.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for all outstanding fees and costs (including accrued interest, if any). Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs and internal charges incurred before termination and in connection with an orderly transition of the matter.

The Rules of Professional Conduct list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: persistence in a course of conduct which we reasonably believe to be criminal or fraudulent, insistence upon pursuing an objective which we consider to be repugnant or imprudent, failure of a substantial nature to fulfill an obligation after reasonable warning that it

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

will result in our withdrawal, or other good cause. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and if withdrawal ever becomes necessary we immediately give the client written notice of our withdrawal.

Billing Arrangements and Terms of Payment

All of our attorney and other professional time is compiled in a computerized billing system. Our invoices will report the hours and rates for attorneys and other professionals on the matter, and describe the work performed. Unless otherwise provided in our engagement letter, we will provide you with a bill on a monthly basis. Payment is due on receipt. Any balance unpaid after 30 days of the date of the invoice shall accrue interest at the rate of seven percent (7%) per annum. Payments shall be applied first to costs and expenses, then to accrued interest, if any, and then to the unpaid fees.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. We may also request permission of any court in which we have filed an appearance on your behalf to allow us to withdraw as your counsel, and you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Your Right to Arbitrate

If you disagree with the amount of our fee, we request that you first take up the question with your principal attorney contact or with the firm's CEO. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration under the auspices of the bar associations for jurisdictions in which we practice, and we agree to participate fully in that process.

FURTHER, AUTHORIZES THE BOARD'S CHAIR TO SIGN THE NECESSARY DOCUMENTS. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Discussion was held on the cost of the appraisal study for Phase I and on an estimate of another \$25,000 to complete the study. Administrator Dorman reported if more counties join the percentage of the bill will be reduced. Yes: Dean, Faber, Ruby, Hoffmann and Hunt. No: None. Resolution declared adopted.

Committee Reports:

None.

Unfinished Business:

None.

New Business:

NFA-011-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HOFFMANN THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY CORRECTS THE FEBRUARY 12, 2013 HEALTH BOARD MEMBER AT LARGE'S TERM EXPIRATION DATE FROM 12/31/15 TO 4/15/15. FURTHER, AUTHORIZES THE BOARD'S SECRETARY TO MAKE THE NECESSARY CORRECTION. Motion carried.

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

NFA-012-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER FABER THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THE 2012 DRUG TASK FORCE ANNUAL REPORT AS PRESENTED. Motion carried.

NFA-013-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THE 2012 COUNTY CLERK'S ANNUAL REPORT AS PRESENTED. Motion carried.

FA-038-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HOFFMANN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES CIRCUIT COURT TO POST & FILL ONE (1) FULL-TIME DISTRICT COURT ATTORNEY MAGISTRATE/CIRCUIT COURT JUVENILE REFEREE/LAW CLERK AT A S/M 11 PAY SCALE AND AN ANNUAL SALARY RANGE OF \$55,666.60 TO \$62,652.24, WITH BENEFITS, EFFECTIVE MARCH 1, 2013. FURTHER, FUNDING SHALL BE DRAWN FROM THE CIRCUIT COURT BUDGET. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.

FA-039-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER FABER THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES THE ANIMAL CONTROL OFFICER TO POST AND FILL ONE (1) SEASONAL PART-TIME LICENSE ENFORCEMENT POSITION FROM MARCH 1, 2013 THROUGH SEPTEMBER 30, 2013 AT A WAGE RATE OF \$9.00/HR. FURTHER, FUNDING SHALL BE DRAWN FROM THE ANIMAL CONTROL BUDGET. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.

FA-040-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HOFFMANN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE TOWER LEASE AGREEMENT BETWEEN AGRI-VALLEY SERVICES, INC. , THE SANILAC COUNTY SHERIFF'S OFFICE AND THE COUNTY OF SANILAC AS FOLLOWS:

LEASE

IT IS HEREBY AGREED between AGRI-VALLEY SERVICES INCORPORATED, 38 S. Main Street, Post Office Box 650, Pigeon, Michigan 48755-0650, "Lessee", and SANILAC COUNTY SHERIFF'S OFFICE, 65 N. Elk St. Sandusky, MI 48471. "Lessor," as follows:

1. In consideration of the rents and covenants herein specified, Lessor hereby lets and leases to Lessee, and Lessee hereby hires and leases from Lessor, on the terms and

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

conditions hereinafter set forth, sufficient space on Lessor's tower and in Lessor's shelter located at 65 N. Elk St. Sandusky, MI, 48471 Sanilac County, Michigan, for Lessee to install antennae, lines, and related equipment ("RF equipment") for use in connection with Lessee's MHZ RF communications system (the "Leased Premises"), said RF equipment being more particularly described in Exhibit A attached hereto.

2. The Initial term of this Lease shall be for one (1) year from and after the date hereof. Lessee may, at its option, renew this Lease for up to one (1) additional term of one (1) year, provided it is not in default of its obligations herein after set forth. This agreement will automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew 30 days prior to commencement of each succeeding Renewal Term.

3. Lessee shall use the Leased Premises for the purpose of operating and utilizing the RF equipment described in paragraph 1 above. Lessee may provide a shelter for its equipment on a concrete pad with Lessor's approval.

4. As rent for the Leased Premises, Lessee covenants and agrees to pay to Lessor for the Initial Term the sum of Five Hundred fifty dollars (\$550) per month, payable monthly, in advance, the first year's rent to be paid upon execution of this lease. The rent will include tower space, ground space and electric service for a shelter. The annual rent for each one(1)-year period shall be increased by 3% per year.

5. During the initial term and each additional term of this Lease, Lessee shall have 24-hour access to Lessor's tower and shelter, and those parts of Lessor's premises as may be necessary for Lessee to install, construct, operate, maintain, inspect, repair, replace, and remove Lessee's equipment.

6. Lessee shall install and construct its RF equipment in a safe and workmanlike manner, and shall maintain its RF equipment in good repair and condition. The construction, installation, and operation of Lessee's RF equipment on the Leased Premises shall at all times comply with all applicable laws, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities.

7. Lessee shall be responsible for obtaining and carrying out the terms of its FCC license and any other permits, licenses, approvals, and other such authorizations required to install, maintain, and operate its RF equipment on the leased premises, as authorized in this lease. Lessor shall cooperate fully with Lessee as necessary to assist Lessee in acquiring such licenses, permits, approvals, and authorizations.

8. Lessee agrees to install RF equipment of a type and frequency that will not cause interference with Lessor's existing service, operations, or equipment. If, upon installation of Lessee's RF equipment, the RF equipment installed by Lessee causes interference to any of Lessor's existing service, operations, or equipment, Lessee shall immediately cease operating its equipment until such interference is eliminated; provided, however, that Lessee may operate its equipment between 12:00 midnight and

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

4:00 a.m. for the purpose of attempting to eliminate such interference. If, despite Lessee's attempts to correct such interference, Lessee has not successfully eliminated such interference within 60 days, then Lessor shall have the option of terminating this Lease, in which event Lessee shall, immediately upon notice of such termination, completely cease to operate its RF equipment, and Lessee shall remove its RF equipment from the leased premises within such reasonable periods of time as shall be determined by the parties. Lessor will be required to refund unearned rent paid in advance.

Lessee shall have no obligation to eliminate interference with Lessor's services, operations, or equipment that is the result of a change in Lessor's equipment or operations made following installation and commencement of the operation of Lessee's RF equipment and following any elimination of interference caused by such equipment as herein above required. Moreover, Lessor shall take all steps necessary to correct and eliminate any interference to Lessee's operations and equipment that is the result of a change in Lessor's equipment or operations made following installation and commencement of the operation of Lessee's RF equipment and following any elimination of interference caused by such equipment as hereinabove required. If, despite Lessor's attempts to correct such interference, Lessor has not successfully eliminated such interference within 60 days, then Lessee shall have the option to terminate this Lease, and Lessor will be required to refund unearned rent paid in advance.

9. After the term of this lease commences, Lessor shall allow other persons or entities to commence use of Lessor's tower or Lessor's land, only on the condition that Lessor requires all such later users to promptly eliminate any interference with the operation of Lessee's RF equipment caused by such later use of Lessor's tower or land.

10. Lessor represents that Lessor shall use reasonable efforts to maintain the Property, Tower, and Tower aviation obstruction markings and lighting systems in compliance with all applicable laws, rules and regulations, including but not limited to Federal Aviation Administration, Federal Communications Commission, Department of Natural Resources, Michigan Aeronautical Commission and zoning laws, rules and regulations, and in compliance with the Tower manufacturer's specifications, during the term of this Agreement and any renewals. Lessor shall indemnify and hold Lessee harmless from any fines or other liabilities caused by Lessor's failure to comply with such marking and lighting requirements. Should Lessee be cited by either the FCC or FAA because this site is not in compliance, and should Lessor fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessee may either terminate this Lease immediately on notice to Lessor, or proceed to cure the conditions on noncompliance at Lessor's expense.

11. Lessor shall, at all times during the term of this Lease, keep its tower and premises in good repair and condition. If Lessor's tower is damaged and Lessee determines, in its sole discretion, that emergency repair of said tower is required, Lessee shall orally notify Lessor of such emergency, in which event Lessor shall, within 24 hours of such notice, provide reasonable evidence to Lessee that Lessor has taken such action as necessary for the commencement of repair of such damage within 48 hours of such notice. If Lessor

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

does not commence such repairs within said 48-hour period, Lessee may terminate this Lease immediately. Lessor will be required to refund any unearned rent paid in advance.

12. Lessor shall pay all real property taxes and assessments levied or assessed against the Leased Premises during the term of this Lease. Lessee shall pay all taxes levied or assessed against any personal property Lessee installs on the Leased Premises.

13. Lessor covenants that Lessee, upon paying the rent and performing the covenants on its part to be performed hereunder, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term hereof.

14. Neither Lessor nor Lessee shall be liable to the other for property damage caused by acts of God or other acts beyond the other's control. Notwithstanding any other provision in this Lease, if due to acts of God or for any other reason whatsoever (including Lessor's negligence), Lessee's use of the Premises is interrupted, rent shall be abated during such period. Both Lessor and Lessee shall not be liable to the other for any damage to the other's equipment and for consequential and incidental damages or lost profits caused by its negligence. If the premises are not restored within 60 days, Lessee may terminate on written notice to Lessor.

15. Either party may terminate this Lease at any time after the date hereof on 30 days written notice to the other party and if by Lessee, a payment to Lessor in the sum of Three Thousand Five Hundred Dollars (\$3,500); in such event, Lessor shall not be required to refund to Lessee any unearned rent paid in advance. If either party terminates this Lease as herein provided, both parties acknowledge that each of them will thereby have met all of its obligations under this Lease, and neither party shall have any rights to any other remedies against Lessee at law, in equity or hereunder as a result of Lessee's termination.

16. In the event Lessee defaults in the payment of any rent provided herein upon the date such rent becomes due and payable, and if such default continues to a period of 30 days after written notice, or if Lessee defaults in keeping or performing any of the other covenants and conditions of this Lease required to be kept or performed by Lessee (other than payment of rent) and Lessee fails to cure such default within 60 days after written notice served upon Lessee by certified mail specifying the defaults complained of, then Lessor may re-enter into and repossess the Leased Premises and remove and put out Lessee. In the event that the Lessor defaults in the performance of any covenant or term hereof and such default is not cured within 60 days after written notice to Lessor, Lessee may terminate this Lease upon written notice to Lessor.

17. Lessor represents to Lessee that the Leased Premises are not on the date hereof contaminated with any toxic or hazardous substance as such term is defined in state or federal law and that no condition exists on the Leased Premises that is required by federal, state, or local law to be reported or remediated. Lessor shall indemnify and save Lessee harmless from any liability or expense arising due to the fact that the premises

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

are contaminated with any toxic or hazardous substance or that a condition exists on the premises that is required by federal, state, or local law to be reported or remediated.

18. Title to Lessee's RF equipment, antennae cabling, and RF Bay on Lessor's premises shall be and remain vested in Lessee. Upon expiration or termination of this Lease, Lessee shall remove all structures, buildings, equipment, and facilities located by it upon the Leased Premises and shall return the premises to their original condition, normal wear and tear excepted.

19. The parties shall give any notice required or permitted to be given under the terms hereof in writing by certified or registered U.S. mail, postage prepaid, directed to the party to receive such notice at the address given herein or such other address as such party may designate in writing. All such notices shall be deemed to have been given when deposited in the U.S. mail. Notice to parties shall be sent to:

<u>Lessee:</u> Agri-Valley Services Incorporated Box 650 Pigeon, MI 48755 Attention: General Manager	<u>Lessor:</u> Sanilac County Sheriff's Office 65 N. Elk ST. Sandusky, MI 48471 Attention: Dawn Cubitt
---	---

20. Lessee shall not assign this Lease or sublease or sublet Lessee's space on Lessor's existing tower or any part thereof without Lessor's prior written consent, except that Lessee may assign this Lease or sublease such space to Lessee's affiliated companies or subsidiaries without Lessor's prior written consent. The absence of such consent, when required, shall give Lessor the right to terminate this Lease and re-enter and repossess the Leased Premises. Lessor may not arbitrarily deny consent to such sublease or subletting or assignment of this Lease.

21. Should either Lessor or Lessee commence litigation arising out of this Lease, the prevailing party in such litigation shall be entitled to its reasonable attorney fees and court costs, including all appeals, if any.

22. During the term of this Lease or any renewals hereof, Lessee shall be responsible for all personal property taxes and insurance as to Lessee's RF equipment and shall carry, at no cost to the Lessor, comprehensive general liability insurance with limits of not less than \$1,000,000.00 for bodily injury and death, and not less than \$1,000,000.00 for property damage. Lessee shall either self-insure for worker's compensation claims, with approval of the State of Michigan, or shall carry, at no cost to Lessor, workers' compensation insurance as required under Michigan law. Lessee shall indemnify, defend and hold harmless Lessor from and against any and all claims, damages, actions, liabilities, and expenses, including reasonable attorney's fees for damages to property or injury to persons, including death, resulting from, arising out of or in anywise attributable solely to acts or omissions of Lessee occurring within the Leased Premises or as a result of Lessee's occupancy of the Leased Premises, except for injuries, damages, deaths, or losses arising from the negligence or willful misconduct of Lessor or other present User(s) of the Leased Premises. Lessor shall indemnify, defend and hold

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

harmless Lessee from and against any and all claims, damages, actions, liabilities, and expenses, including reasonable attorneys' fees for damages to property or injury to persons, including death, resulting from, arising out of or in anywise attributable to Lessor's own willful or negligent acts or omissions or breach of this Lease agreement.

23. This Lease contains the entire agreement between the parties as of this date. It may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

24. The provisions hereof shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors, and assigns of the parties hereto.

25. This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

26. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this instrument or have caused this instrument to be executed by their duly authorized officers or representatives as of the _____ day of _____, 20__.

Exhibit A - Installed Equipment

Height	Hardware	Azimuth	Downtilt	Model	Cable
65'	Sandusky 180 BSR	N/A	N/A	BSR0700TE	Cat5
65'	Sandusky 180 Antenna	180	-7	XCA-700-15-90	7/8" Jumper to BSR
75'	Sandusky 360 BSR	N/A	N/A	BSR0700TE	Cat5
75'	Sandusky 360 Antenna	360	-7	XCA-700-15-90	7/8" Jumper to BSR

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. Motion carried.

FA-041-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES AND AUTHORIZES PAYMENT OF INVOICES FOR THE JAIL ADDITION AND RENOVATION PROJECT IN THE AMOUNT OF \$768,530.00, AS PRESENTED AND AUTHORIZES THE ADMINISTRATOR TO SIGN THE PAY DRAW REQUEST FOR SUBMISSION TO RURAL DEVELOPMENT. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

FA-042-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HOFFMANN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF ADDITIONAL GENERAL FUND BANK ACCOUNT CHECKS CHARGED TO JANUARY 2013 AS FOLLOWS:

\$1,453,706.60	ADDITIONAL ALL FUNDS
\$46,425.43	ACH PAYMENTS
<u>\$1,455,936.63</u>	PAYROLL
\$2,956,068.66	TOTAL

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

FA-043-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER FABER THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF 2012 CURRENT CLAIMS IDENTIFIED ON THE ACCOUNTS PAYABLE REPORT DATED FEBRUARY 21, 2013, FOR THE GENERAL BANK ACCOUNT IN THE AMOUNT OF \$18,509.22. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.

FA-044-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF 2013 CURRENT CLAIMS IDENTIFIED ON THE ACCOUNTS PAYABLE REPORT DATED FEBRUARY 21, 2013 FOR THE GENERAL BANK ACCOUNT IN THE AMOUNT OF \$34,112.75. FURTHER, AUTHORIZES THE COUNTY CLERK, TREASURER AND ADMINISTRATOR TO IMPLEMENT AND TO MAKE THE ADJUSTMENTS NECESSARY TO DO SO. Motion carried.

FA-045-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER FABER THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING 2012/2013 BUDGET AMENDMENTS AND TRANSFERS AND ESTABLISHES THE FOLLOWING ACCOUNT NUMBERS:

2012 BUDGET AMENDMENTS:

REVENUE

Increase 218-325-400.002	Beg. Bal.-Dispatch Training	\$5,146.73
Increase 218-325-544.000	P.S.A.P.-Training Funds	\$5,057.00
Increase 218-325-699.237	Central Dispatch-Transfer In-911	\$20,000.00

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

Increase	264-362-699.000	Local Training Fund-Transfer In	\$1,418.02
Increase	266-339-699.000	Sheriff Grant-Snowmobile-Transfer In	\$732.60
Increase	286-321-699.000	Mich Justice Training-Transfer In	\$660.80
Decrease	678-851-676.001	Health Insurance-Reimb.Other Funds	\$24,000.00
Increase	678-851-699.101	Health Insurance-Transfer In	\$150,000.00

EXPENSE:

Decrease	101-890-965.000	Contingency	\$150,000.00
Increase	101-966-999.678	Transfer Out-Health Insurance	\$150,000.00
Increase	218-325-702.957	Central Dispatch-Salary-Training	\$6,668.65
Increase	218-325-851.000	Central Dispatch-Telephone	\$20,000.00
Increase	218-325-957.002	Central Dispatch-Training	\$3,535.08
Decrease	237-325-979.000	911 Emergency-Equipment	\$20,000.00
Increase	237-325-999.218	911 Emergency-Transfer Out-Cent. Disp	\$20,000.00
Increase	259-682-701.000	Veterans-Salary-Supervisor	\$1.00
Decrease	259-682-701.002	Veterans-Salary-Per Diems	\$2.00
Increase	259-682-702.000	Veterans-Salary	\$1.00
Increase	264-362-861.000	Local Training Fund-Motel & Meals	\$1,418.02
Decrease	266-337-965.000	Sheriff Grant-ORV-Contingency	\$1,393.40
Increase	266-337-999.000	Sheriff Grant-ORV-Transfer Out	\$1,393.40
Increase	266-339-980.000	Sheriff Grant-Snowmobile-Equip.	\$732.60
Increase	286-321-861.000	Mich Justice Training-Travel	\$660.80
Decrease	595-362-965.000	Sheriff Commissary-Contingency	\$1,418.02
Increase	595-362-999.000	Sheriff Commissary-Transfer Out	\$1,418.02
Increase	678-851-716.002	Health Ins-Emp. Wrap Premium	\$57,000.00
Increase	678-851-716.008	Health Ins-Self-Funded Prescription	\$36,000.00
Increase	678-851-965.000	Health Ins-Contingency	\$33,000.00

FURTHER, AUTHORIZES THE FOLLOWING TRANSFERS:

TO:	264-362-699.000	Local Training Fund-Transfer In	\$1,418.02
FROM:	595-362-999.000	Sheriff Commissary-Transfer Out	\$1,418.02
TO:	286-321-699.001	Michigan Justice Training-Transfer In	\$660.80
FROM:	266-337-999.000	Sheriff Grant-ORV-Transfer Out	\$660.80
TO:	266-339-699.000	Sheriff Grant-Snowmobile Grant	\$732.60
FROM:	266-337-999.000	Sheriff Grant-ORV-Transfer Out	\$732.60
TO:	218-325-699.237	Central Dispatch-Transfer In-911	\$20,000.00
FROM:	237-325-999.218	911 Emergency-Transfer Out-C.D.	\$20,000.00
TO:	676-851-699.101	Transfer In-General Fund	\$150,000.00
FROM:	101-966-999.678	Transfer Out-Health Ins. Fund	\$150,000.00

Tuesday, February 26, 2013

FURTHER, ESTABLISHES THE FOLLOWING ACCOUNT NUMBERS:

218-325-699.237 Central Dispatch-Transfer In-911 Emergency
218-325-702.957 Central Dispatch-Salary-Dispatch Training
237-325-999.218 911 Emergency-Transfer Out-Central Dispatch

2013 BUDGET AMENDMENTS:

REVENUE:

Increase	259-682-675.000	Veterans-Donations	\$150.00
Increase	265-335-643.000	Drug Law Enf.-Sales	\$1,609.84
Increase	265-335-650.001	Drug Law Enf.-Forfeited Cash	\$250.00
Increase	508-751-401.001	Park-Beg. Balance	\$90,326.61

EXPENSE:

Increase	259-682-747.000	Veterans-Mileage Reimb & Gas	\$150.00
Increase	265-335-890.000	Drug Law Enf-Contingency	\$1,859.84
Increase	508-751-701.001	Park-Salary-Forester Park Manager	\$34,055.28
Increase	508-751-701.003	Park-Salary-Evergreen Park Manager	\$30,422.16
Increase	508-751-702.001	Park-Forester-Salary	\$44,182.08
Increase	508-751-702.002	Park-Lexington-Salary	\$11,727.56
Increase	508-751-702.003	Park-Evergreen-Salary	\$22,550.40
Increase	508-751-715.000	Park-FICA/Medicare	\$13,688.72
Increase	508-751-716.000	Park-Health Insurance	\$62,000.00
Increase	508-751-717.000	Park-Dental/Optical	\$2,400.00
Increase	508-751-718.000	Park-Retirement	\$15,239.90
Decrease	508-751-965.000	Park-Contingency	\$180,025.03
Increase	508-751-965.000	Park-Contingency	\$90,326.61
Decrease	508-751-967.000	Park-Grant Matching Funds	\$56,241.07
Increase	664-233-931.000	Physical Resource-Bld Repairs	\$34,920.00
Decrease	664-233-965.000	Physical Resource-Contingency	\$34,920.00

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

Public Comments:

Commissioner Ruby apologized for being late due to a meeting in Sandusky that began at 1:30 p.m. He gave his Commissioner Report. Commissioner Ruby reported that the Family Planning Program administered by McKenzie Memorial Hospital for the last 35 years will now be administered by the Health Department. He reported the Health Department also has an agreement with the Kids' Connection for the resource referral employee to work at the Health Department. He reported on the very unique programs being implemented at Michigan Works by Marv Pichla such as holding a Resume Fair,

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

Virtual Job Fair with live webcast interviews and sponsoring a FFA Chapter Stragedy Day in April.

Discussion was held on if the Health Board needs to come before the Board with a contract as to the Family Planning and funds being turned over to the Health Department.

Chairperson Hunt suggested having Marv Pichla, Michigan Works Director attend a Board of Commissioners meeting.

MOVED BY COMMISSIONER FABER AND SECONDED BY COMMISSIONER HOFFMAN THAT WE GO INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LITIGATION MATTERS AT 3:58 P.M. Yes: Hoffmann, Ruby, Faber, Dean and Hunt. No: None. Motion carried.

MOVED BY COMMISSIONER DEAN AND SECONDED BY COMMISSIONER FABER THAT WE RETURN TO REGULAR SESSION AT 4:26 P.M. Motion carried.

MOVED BY COMMISSIONER HOFFMANN AND SECONDED BY COMMISSIONER DEAN THAT WE SUSPEND THE RULES FOR THE PURPOSE OF ADDING THE FOLLOWING ITEMS TO THE AGENDA:

New Business:

NFA-014-13 APPROVAL OF LEGAL COUNSEL IN U.S. EQUAL OPPORTUNITY COMMISSION AGE DISCRIMINATION COMPLAINT

NFA-015-13 APPROVAL OF LEGAL COUNSEL IN THE ITC CONDEMNATION LAWSUITS AND AUTHORIZATION TO ACCEPT SERVICE

NFA-016-13 AUTHORIZE SETTLEMENT OF JAIL ADDITION AND RENOVATION PROJECT SURVEY ERROR AND AUTHORIZATION TO EXECUTE RELEASE

Item 20. Approval of Closed Session Minutes - **January 22, 2013**

Motion carried.

New Business Continued:

NFA-014-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HOFFMANN THAT THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES KEVIN BERNYS, DICKINSON WRIGHT AS LEGAL COUNSEL TO REPRESENT SANILAC COUNTY IN THE U.S. EQUAL OPPORTUNITY COMMISSION AGE DISCRIMINATION COMPLAINT. Motion carried.

(UNOFFICIAL MINUTES)

Tuesday, February 26, 2013

NFA-015-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HOFFMANN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES FAHEY SCHULTZ BURZYCH RHODES PLC AND TOUMA, WATSON, WHALING, COURY, CASTELLO & STREMER, PC AS CO-COUNSEL TO REPRESENT DEFENDANT SANILAC COUNTY IN THE ITC CONDEMNATION LAWSUITS FILED IN THE 24TH CIRCUIT COURT. FURTHER, AUTHORIZES FAHEY SCHULTZ BURZYCH RHODES PLC TO ACCEPT SERVICE ON BEHALF OF SANILAC COUNTY. FURTHER, APPROVES FORWARDING INVOICES FOR LEGAL SERVICES PROVIDED BY TOUMA, WATSON, WHALING, COURY, CASTELLO & STREMER PC TO FAHEY SCHULTZ BURZYCH RHODES PLC FOR SUBMISSION TO ITC FOR PAYMENT. Motion carried.

NFA-016-13 MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER DEAN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE SETTLEMENT OF JAIL ADDITION AND RENOVATION PROJECT SURVEY ERROR CLAIM AGAINST MUXLOW SURVEYING & ENGINEERING IN THE AMOUNT OF \$1,726.00 AND FURTHER, AUTHORIZES THE BOARD'S CHAIR TO EXECUTE A RELEASE AS TO THIS ISSUE TO MUXLOW SURVEYING & ENGINEERING UPON RECEIPT OF PAYMENT. Discussion held. Motion carried.

MOVED BY COMMISSIONER RUBY AND SECONDED BY COMMISSIONER HOFFMANN THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE CLOSED MINUTES OF JANUARY 22, 2013 AS PRESENTED. Motion carried.

MOVED BY COMMISSIONER HOFFMANN AND SECONDED BY COMMISSIONER FABER THAT WE ADJOURN AT 4:36 P.M. Motion carried.

Donald Hunt, Chairperson

Linda I. Kozfkay, County Clerk

(UNOFFICIAL MINUTES)