

The regular meeting of the Sanilac County Board of Commissioners was called to order by Chairman Daniel Dean at 1:00 p.m., on Tuesday, December 19, 2017 in the Board of Commissioners' Chambers at 60 W. Sanilac Avenue, Sandusky, Michigan. The prayer was given by Commissioner Conely and the pledge was led by Commissioner Heberling. Roll call was taken. Members present: Gary Heberling, Bob Conely, Paul Muxlow and Daniel Dean. Quorum present. Administrator / Controller Kathy Dorman was also present.

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

Corrections: replacement motion for FA-154-17 – Budget Appropriations.

**Approval of Minutes:**

**MOVED BY COMMISSIONER MUXLOW AND SECONDED BY COMMISSIONER CONELY THAT WE APPROVE THE MINUTES OF DECEMBER 5, 2017 AS PRINTED.** Motion carried.

**Adoption of Agenda:**

**MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER CONELY THAT WE ADOPT THE AGENDA AS PRESENTED WITH THE FOLLOWING CORRECTION: REPLACEMENT MOTION FOR FA-154-17 – BUDGET APPROPRIATIONS.** Motion carried.

**Communications and Introductions:**

Chairman Dean welcomed Representative Shane Hernandez and Ed Smith, Representative of Congressmen Paul Mitchell's office.

1. Minutes from the Sanilac County Council on Aging meeting held on December 11, 2017.
2. Minutes from the Sanilac County Drug Task Force Board meeting held January 9, 2017.
3. Minutes from the Sanilac County Drug Task Force Board meeting held February 13, 2017.
4. Minutes from the Sanilac County Drug Task Force Board meeting held March 13, 2017.
5. Minutes from the Sanilac County Drug Task Force Board meeting held April 10, 2017.
6. Minutes from the Sanilac County Drug Task Force Board meeting held May 8, 2017.

7. Minutes from the Sanilac County Drug Task Force Board meeting held May 26, 2017.
8. Minutes from the Sanilac County Drug Task Force Board meeting held May 30, 2017.
9. Minutes from the Sanilac County Drug Task Force Board meeting held July 10, 2017.
10. Minutes from the Sanilac County Drug Task Force Board meeting held August 14, 2017.
11. Minutes from the Sanilac County Drug Task Force Board meeting held September 11, 2017.
12. MMRMA's Annual Report to Members.

**Commissioner Reports:**

Commissioner Conely attended the Township of Marlette's meeting and will be working with Emergency Manager, Todd Hillman, regarding the emergency radio purchase.

Commissioner Heberling reported that January 9<sup>th</sup> a meeting has been scheduled regarding a new veterans monument for the Courthouse lawn.

**Administrator's Report:**

- The Health Insurance Agent reported health claims are running at 79% of premiums paid. This will help offset last year's claims loss when health claims were at 113% of our premiums.
- Michigan Renewable Energy Consortium reports, despite our efforts, the State Tax Commission approved extending the wind turbine multiplier table for another year. The multiplier table reduces the value from 100% to 30% over a 10 year period.
- John Axe has now filed our application for the pension borrowing with Treasury. He was waiting on the Michigan Legislature to see whether they would approve accelerating the sunset for pension borrowing. Kathy thanked Representative Hernandez for his support and efforts on this matter.
- The Auditors are here this week conducting preliminary work for the 2017 fiscal year audit.
- Welcomed the new County Commissioner and extended an invitation to schedule time to review budget, tour facilities and meet the staff.

**Public Comments:**

Chairman Dean opened the Public Hearing for the Forester Park grant application for development and improvement of the sewer and electrical system at 1:06 p.m.

The Board conducted interviews for the vacancy of County Commissioner District 3, to fill the remainder of John Hoffmann's term, with the following: Nicholyn Brandenburg, Jeff Dawson, John Goustra, Joe O'Mara and William Sarkella.

The Board interviewed Roger Ballard for the vacancy on the Drug Task Board; and Ronald Ireland and Paul Wheeler for two vacancies on the Veterans Millage Governing Board.

**Appointments to Standing Committee:**

**MOVED BY COMMISSIONER CONELY TO PLACE INTO NOMINATIONS NICHOLYN BRANDENBURG, JEFF DAWSON, JOHN GROUSTRA, JOE O'MARA AND WILLIAM SARKELLA FOR THE VACANCY OF COUNTY COMMISSIONER - DISTRICT 3 FOR THE REMAINDER OF THE TERM EXPIRING 12/31/2018. MOVED BY COMMISSIONER CONELY AND SECONDED BY COMMISSIONER HEBERLING TO CLOSE NOMINATIONS.** Yes: Heberling, Muxlow, Conely and Dean. No: None. Motion carried.

**Results of signed ballots:** VOTE #1

Nicholyn Brandenburg	-	
Jeff Dawson	-	
John Goustra	-	Dean
Joe O'Mara	-	Muxlow
William Sarkella	-	Conely, Heberling

**Results of signed ballots:** VOTE #2

Nicholyn Brandenburg	-	
Jeff Dawson	-	
John Goustra	-	
Joe O'Mara	-	
William Sarkella	-	Conely, Heberling, Dean, Muxlow

Chairman Dean declared William Sarkella elected to fill the vacancy of County Commissioner, District 3, for the remainder of the term expiring 12/31/2018.

Denise McGuire, County Clerk, administered the Oath of Office to William Sarkella.

**MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER SARKELLA THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPOINTS ROGER BALLARD TO THE DRUG TASK FORCE BOARD FOR THE TERM TWO (2) YEAR TERM, EXPIRING 12/31/2019.** Motion carried.

**MOVED BY COMMISSIONER CONELY AND SECONDED BY COMMISSIONER HEBERLING THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPOINTS RONALD IRELAND AND PAUL WHEELER TO THE VETERANS MILLAGE GOVERNING BOARD FOR A ONE (1) YEAR TERM, EXPIRING 12/31/2018. Motion carried.**

**County Commission Appointments to Boards:**

None.

**General Resolutions:**

**MOVED BY CHAIRMAN DEAN AND SECONDED BY COMMISSIONER HEBERLING THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING:**

**RESOLUTION HONORING KATHLEEN DORMAN  
FOR YEARS OF SERVICE**

**WHEREAS**, Kathleen Dorman is retiring from Sanilac County with over 30 years of dedicated service; and

**WHEREAS**, Kathy began her career with Sanilac County on May 9, 1977 at the County Treasurer's Office, and worked for six years after leaving to devote more time to her family; and

**WHEREAS**, Kathy returned in 1987 as a part-time clerk in the Drain Office until 1990, when she transferred to a full-time position in the Clerk's Office and remained there until elected Treasurer in November, 2000; and

**WHEREAS**, Kathy received her Associates Degree in Applied Arts and Science Management in May, 2003 and furthered her education and received her Bachelor of Science in December, 2005;

**WHEREAS**, Kathy was in her third, 4-year term as Treasurer when she was hired as the County Administrator in December, 2011; and

**WHEREAS**, throughout her career as a public servant, Kathy has provided excellent service and quality work and gained the respect and admiration of her colleagues; and

**WHEREAS**, Kathy has demonstrated her extensive knowledge of county government and imparted that knowledge with character and integrity and further demonstrated her management and financial abilities when she was appointed Administrator/Controller on July 1, 2015; and

**WHEREAS**, Kathleen Dorman's years of dedicated service have contributed to the improvement and stability of the County of Sanilac; and

(UNOFFICIAL MINUTES)

**NOW THEREFORE, BE IT RESOLVED** that the Sanilac County Board of Commissioners by this resolution recognizes and commends Kathleen Dorman for her longstanding commitment to Sanilac County and its citizens.

**BE IT FURTHER RESOLVED** that this resolution be presented to Kathleen Dorman and spread upon the proceedings of the Sanilac County Board of Commissioners this 19<sup>th</sup> day of December, 2017.

Yes: Muxlow, Heberling, Sarkella, Conley and Dean. No: None. Resolution declared adopted. The Board presented the resolution to Kathy.

Representative Shane Hernandez presented a State Proclamation to Kathy Dorman for her years of service to Sanilac County; and Ed Smith, Representative of Congressman Paul Mitchell's office, presented a Congressional Recognition to Kathy Dorman as well.

Chairman Dean closed the Public Hearing for the Forester Park grant application at 1:51 p.m.

**MOVED BY COMMISSIONER CONELY AND SECONDED BY COMMISSIONER MUXLOW THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY ADOPTS THE FOLLOWING:**

**RESOLUTION FOR FORESTER PARK SEWER DEVELOPMENT AND ELECTRICAL IMPROVEMENT PROJECT**

**WHEREAS**, The Sanilac County Board of Commissioners supports the application titled Forester Park Sewer Development and Electrical Improvement Project to the Michigan Department of Natural Resources Recreation Passport Grant program for development of 59 sewer sites and 34, 50-amp and 25, 30-amp electrical sites at Sanilac County Forester Park and,

**WHEREAS**, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan and,

**WHEREAS**, the Sanilac County Park Commission has made a financial commitment to the project in the amount of \$662,000 matching funds, in cash. Said matching funds to be paid from Sanilac County Park General Fund equity and by the Sanilac County Park Millage monies.

**NOW THEREFORE BE IT RESOLVED**, that the Sanilac County Board of Commissioners hereby authorizes submission of a Recreation Passport Grant Program application for \$812,000 and

**FURTHER, RESOLVED**, to make available its financial obligation amount of \$662,000 (82%) of a total \$812,000 project cost, during the fiscal year 2018-2019.

Yes: Heberling, Conley, Muxlow, Sarkella and Dean. No: None. Resolution declared adopted.

**Committee Reports:**

None.

**Unfinished Business:**

**MOVED BY COMMISSIONER HEBERLING THAT WE PLACE INTO NOMINATIONS DIANA WISIENSKI AND ROBERT WOOD FOR A VACANCY ON THE SANILAC TRANSPORTATION BOARD. MOVED BY COMMISSIONER CONELY AND SECONDED BY COMMISSIONER SARKELLA TO CLOSE NOMINATIONS.** Yes: Conely, Muxlow, Heberling, Sarkella and Dean. Motion carried.

**Results of signed ballots:**

Diana Wisienksi	-	Dean, Sarkella, Heberling
Robert Wood	-	Muxlow, Conely

Chairman Dean declared Diana Wisienksi elected to the **Sanilac Transportation Board** for a four (4) year term, expiring 12/01/2021.

**FA-146-17 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER MUXLOW THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE CONTRACT BETWEEN THE COUNTY OF SANILAC AND RAPID FINANCIAL SOLUTIONS FOR THE PURPOSE OF ISSUING PREPAID DEBIT CARDS FOR JURORS, WITNESS FEES, COURT BOND REIMBURSEMENTS AND ANY EXPENDITURE DEEMED APPROPRIATE BY THE COUNTY TREASURER AND FINANCE DIRECTOR AT A COST OF \$.49 EACH, WITH FUNDING FROM THE COUNTY TREASURER OFFICE. FURTHER, AUTHORIZES THE ISSUANCE OF RELOADABLE DEBIT CARDS FOR REOCCURRING RESTITUTION PAYMENTS, BOND PERFORMANCE AND OTHER EXPENDITURES AS APPROVED BY THE COUNTY TREASURER AND FINANCE DIRECTOR AT A COST OF \$.99 EACH, WITH FUNDING FROM THE COUNTY TREASURER OFFICE. FURTHER, AUTHORIZES THE COUNTY CLERK TO EXECUTE THE CONTRACT WITH RAPID FINANCIAL SOLUTIONS.** Motion carried.

**New Business:**

**FA-153-17 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER CONELY THAT THE SANILAC COUNTY**

**BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF CURRENT CLAIMS FOR 2017 IDENTIFIED ON THE ACCOUNTS PAYABLE REPORT DATED DECEMBER 13, 2017, FOR THE GENERAL BANK ACCOUNT IN THE AMOUNT OF \$370,002.56. Motion carried.**

**FA-154-17 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER MUXLOW THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING AMENDMENTS, TRANSFERS AND ESTABLISHES THE FOLLOWING ACCOUNTS:**

**2017 BUDGET AMENDMENTS**

**REVENUE:**

Increase:	101-000-506.000	Emergency Management	\$	(11,849.00)
Increase:	101-000-564.000	MAHDI Grant	\$	(60,509.34)
Decrease:	101-000-667.001	Rent-Misc.	\$	15,000.00
Increase:	101-000-667.007	Rent-95 Dawson	\$	(39,000.00)
Increase:	101-000-676.000	Reimbursements	\$	(45,033.03)
Increase:	101-000-699.804	Transfer In-Drain Wages	\$	(10,000.00)
Increase:	259-682-675.000	Veterans-Donations	\$	(100.00)
Increase:	266-343-501.000	LEPTA-Federal Grant	\$	(55,499.00)
Increase:	508-751-687.000	Parks-Refunds	\$	(52.10)
Increase:	636-259-699.237	Transfer in-911 Millage	\$	(8,156.00)
Increase:	664-233-400.001	Beginning Balance	\$	(40,000.00)
Increase:	801-275-676.000	Drains-Capital Reimbursements	\$	(5.00)

**EXPENSE:**

Increase:	101-104-805.000	Consultant-Pay Grade Evaluation	\$	10,560.00
Increase:	101-104-808.851	Consulting-Misc.	\$	17,250.00
Increase:	101-215-701.000	Salary-Supervisory	\$	1,266.83
Increase:	101-215-715.000	FICA/Medicare	\$	96.91
Increase:	101-215-718.000	Retirement	\$	284.66
Increase:	101-229-701.000	Salary-Supervisory	\$	2,083.25
Increase:	101-229-715.000	FICA/Medicare	\$	159.37
Increase:	101-229-718.000	Retirement	\$	468.11
Increase:	101-236-701.000	Salary-Supervisory	\$	1,215.04
Increase:	101-236-715.000	FICA/Medicare	\$	92.95
Increase:	101-236-718.000	Retirement	\$	273.02
Increase:	101-253-701.000	Salary-Supervisory	\$	1,259.11
Increase:	101-253-712.000	Defined Benefit	\$	87.51

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Increase:	101-253-715.000	FICA/Medicare	\$	96.32
Increase:	101-265-701.000	Salary-Supervisory	\$	21,787.20
Decrease:	101-265-702.000	Salaries-Permanent	\$	(23,016.90)
Increase:	101-265-703.001	Salary-Part-time	\$	11,469.60
Increase:	101-265-712.000	Defined Benefit	\$	1,161.68
Increase:	101-265-715.000	FICA/Medicare	\$	783.35
Decrease:	101-265-718.000	Retirement	\$	(4,032.13)
Increase:	101-268-932.000	Self-Insurance	\$	45,033.03
Increase:	101-275-701.000	Salary-Supervisory	\$	1,193.88
Increase:	101-275-703.000	Salary Temporary	\$	10,000.00
Increase:	101-275-712.000	Defined Contribution	\$	82.97
Increase:	101-275-715.000	FICA/Medicare	\$	91.33
Increase:	101-301-701.000	Salary-Supervisory	\$	795.49
Increase:	101-301-715.000	FICA/Medicare	\$	60.85
Increase:	101-302-701.000	Salary-Supervisory	\$	795.49
Increase:	101-302-702.001	Salaries-Clerk	\$	422.40
Increase:	101-302-715.000	FICA/Medicare	\$	93.16
Increase:	101-302-718.000	Retirement	\$	93.14
Increase:	101-426-977.003	Hazard Mitigation Grant	\$	11,849.00
Increase:	101-669-801.000	MSHDA Grant-Contractual	\$	60,509.34
Increase:	101-851-712.000	Defined Contribution	\$	420.00
Increase:	101-851-716.000	Insurance Buy-Out	\$	16,250.00
Increase:	101-851-718.002	Retirement/Employer Share	\$	4,000.00
Increase:	101-851-719.000	Longevity	\$	5,000.00
Increase:	101-851-956.000	Fire & Liability	\$	23,513.50
Increase:	101-851-956.001	Retention Fund Claims	\$	33,000.00
Increase:	101-862-715.000	FICA & Medicare	\$	1,700.00
Increase:	101-890-965.000	Contingency	\$	24,000.00
Decrease:	101-890-965.000	Contingency	\$	(130,858.09)
Decrease:	237-325-979.000	Public Safety Equipment	\$	(8,156.00)
Increase:	237-325-999.636	Transfer Out-Data Processing	\$	8,156.00
Increase:	259-689-920.000	Soldiers & Sailors Utilities	\$	100.00
Increase:	266-343-977.000	Equipment	\$	55,499.00
Increase:	508-751-932.003	Equip Repairs/Maint-Evergreen	\$	52.10
Increase:	631-266-932.000	Repairs/Maintenance	\$	40,000.00
Increase:	636-259-980.001	Computer Hardware-Network	\$	8,156.00
Increase:	801-275-700.001	Capital Expenditures	\$	5.00

**FURTHER, AUTHORIZE THE FOLLOWING 2017 TRANSFERS:**

To:	636-259-699.637	Transfer In-911 Millage	\$	(8,156.00)
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(UNOFFICIAL MINUTES)



<b>From:</b>	<b>237-325-999.636</b>	<b>Transfer Out-Data Processing</b>	<b>\$</b>	<b>8,156.00</b>
<b>To:</b>	<b>264-362-699.000</b>	<b>Transfer In-General</b>	<b>\$</b>	<b>10,000.00</b>
<b>From:</b>	<b>101-985-999.298</b>	<b>Transfer Out-Local Corrections Training</b>	<b>\$</b>	<b>10,000.00</b>
<b>To:</b>	<b>264-362-699.000</b>	<b>Transfer In-Law Enforcement</b>	<b>\$</b>	<b>7,195.00</b>
<b>From:</b>	<b>101-302-999.000</b>	<b>Transfer Out-Local Corrections Training</b>	<b>\$</b>	<b>7,195.00</b>

**FURTHER, ADOPTS THE FOLLOWING 2017 BUDGETS:****FUND #217 - FAMILY COUNSELING**

<b>REVENUE</b>	<b>\$</b>	<b>28,000.00</b>
<b>EXPENSE</b>	<b>\$</b>	<b>28,000.00</b>

**FUND #236 - H.S.L.E.S. STONEGARDEN**

<b>REVENUE</b>	<b>\$</b>	<b>33,000.00</b>
<b>EXPENSE</b>	<b>\$</b>	<b>33,000.00</b>

**FUND #267 - CONTRACTUAL PATROL**

<b>REVENUE</b>	<b>\$</b>	<b>5,000.00</b>
<b>EXPENSE</b>	<b>\$</b>	<b>5,000.00</b>

**FUND #287 - CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT)**

<b>REVENUE</b>	<b>\$</b>	<b>7,600.00</b>
<b>EXPENSE</b>	<b>\$</b>	<b>7,600.00</b>

**FUND #501 - GIS MAPPING**

<b>REVENUE</b>	<b>\$</b>	<b>47,150.00</b>
<b>EXPENSE</b>	<b>\$</b>	<b>47,150.00</b>

**FURTHER, ESTABLISH THE FOLLOWING ACCOUNTS:**

<b>266-345-390.000</b>	<b>USDA Grants-Fund Balance</b>
<b>287-690-400.001</b>	<b>CDBG - Beginning Balance</b>
<b>501-244-400.001</b>	<b>GIS - Beginning Balance</b>

Motion carried.

**FA-155-17      MOVED BY COMMISSIONER HEBERLING AND  
 SECONDED BY COMMISSIONER CONELY THAT THE SANILAC COUNTY  
 BOARD OF COMMISSIONERS HEREBY APPROVES THE PAYMENT OF  
 ADDITIONAL GENERAL FUND BANK ACCOUNT CHECKS CHARGED TO  
 NOVEMBER, 2017 AS FOLLOWS:**

(UNOFFICIAL MINUTES)

**ADDITIONAL GENERAL FUND BANK ACCOUNT CHARGES FOR NOVEMBER, 2017.**

\$285,339.53	ADDITIONAL - ALL FUNDS
\$456,142.40	ACH PAYMENTS
\$606,835.38	PAYROLL

<u>\$1,348,317.31</u>	TOTAL
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Motion carried.

**FA-156-17 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER MUXLOW THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE PROPOSED REVISIONS TO THE SANILAC COUNTY RETIREMENT PLAN DOCUMENT, AS TO THE DETERMINATION OF THE MULTIPLIER WHEN A MEMBER TRANSFERS SERVICE FROM ONE CLASSIFICATION TO ANOTHER CLASSIFICATION, AND WHEN THAT MEMBER INCURS A BREAK IN SERVICE UNDER THE PLAN, EFFECTIVE JANUARY 1, 2018. Motion carried.**

**FA-157-17 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER SARKELLA THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES THE RECLASSIFICATION RECOMMENDATIONS AND PAY GRADE ASSIGNMENTS FOR THE CIRCUIT COURT ADMINISTRATOR PAY GRADE 10, THE JUVENILE COURT DIRECTOR/ATTORNEY REFEREE PAY GRADE 13 AND THE VICTIMS SERVICES COORDINATOR PAY GRADE 7, TO THE STEP WHICH PROVIDES AN INCREASE, EFFECTIVE JANUARY 1, 2018. Motion carried.**

**FA-158-17 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER CONELY THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY AUTHORIZES THE PLACEMENT OF THE ELECTED OFFICIALS AT THE AVERAGE WAGE COMPENSATION AS FOLLOWS: CLERK - \$59,821, REGISTER OF DEEDS - \$56,480, TREASURER - \$58,942, DRAIN COMMISSIONER - \$53,756, SHERIFF - \$74,368 AND PROSECUTOR - \$96,755, EFFECTIVE JANUARY 1 2018, FURTHER WITH A 1% INCREASE JULY 1, 2018. Motion carried.**

**NFA-055-17 MOVED BY COMMISSIONER HEBERLING AND SECONDED BY COMMISSIONER CONELY THAT THE SANILAC COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE FOLLOWING ADMINISTRATIVE AGREEMENT BETWEEN THE SANILAC COUNTY BOARD OF COMMISSIONERS AND HUMAN DEVELOPMENT COMMISSION, AND FURTHER, AUTHORIZES THE BOARD CHAIRMAN SIGN THE AGREEMENT:**

(UNOFFICIAL MINUTES)

**ADMINISTRATIVE AGREEMENT  
BETWEEN THE  
SANILAC COUNTY BOARD OF COMMISSIONERS  
AND  
HUMAN DEVELOPMENT COMMISSION (HDC)**

**Terms and Conditions**

**Effective Date:** January 1, 2018

**Term of Contract:** January 1, 2018- December 31, 2022

**Title:** Sanilac County Homeowner Rehab Program  
& Program Income Administration

**Project Grantee:** Sanilac County

**Administrator:** Human Development Commission  
429 Montague Avenue  
Caro, MI 48723  
Federal ID# 38-1792679

**Authorized Representative:** Lori K. Offenbecher, Executive Director

**Contacts:** Lori K. Offenbecher, Executive Director  
Brian Neuville, Deputy Director

The **Sanilac County Board of Commissioners** (County) and the **Human Development Commission** (Administrator) do hereby mutually agree to the following terms and conditions as outlined for this project and as defined in the grant agreement:

1. The Administrator acknowledges receipt of, and agrees with, the terms as contained within the copy of this agreement and has received copies of the following attachments:
  - Homeowner Rehabilitation Procedure Guide
  - Homeowner Emergency Procedure Guide
  - Section 8 Low- and Moderate-Income Limits

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2. The County authorizes and the Administrator agrees to assume the responsibility for project management and utilize the allocated Homeowner Rehab administrative funds, including future income derived from the program, for project implementation and coordination, effective as of January 1, 2018.
3. The County agrees to release funds to the Administrator to carry out activities as approved in this agreement.
4. The County agrees to provide up to \$4,000.00 (per Calendar year) towards the cost of Program Administration based upon documentation of costs.
5. The County authorizes and the Administrator agrees to assume responsibility for fiscal management and reporting and shall utilize the allocated Homeowner Rehab administrative funds to meet all pre-disbursement conditions prior to and after release of funds, effective as of January 1, 2018.
6. The Administrator shall prepare and provide to the County a copy of all such reports and documents which may be required under the grant agreement.
7. The County agrees to provide to the Administrator 100% of project funds within ten (10) days from date of submission of request from the Administrator.
8. The Administrator agrees to comply with all applicable Federal, State, and Local laws, regulations and Homeowner Rehabilitation Procedure Guide.
9. The Administrator agrees to and at the request of the County will provide any and all documents demonstrating compliance with all Federal and State regulations.
10. The Administrator agrees to allocate project rehabilitation dollars to 100% benefit Low- and Moderate-Income eligible participants.
11. The Administrator agrees to use copies of the Low- and Moderate-Income Certification Form to document and determine eligibility of households as defined by the Section 8 Income Limits.

**EQUAL OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11246)**

12. "During the performance of this contract, the Administrator agrees as follows:  
  
“(1) The Administrator will not discriminate against any employee or applicant for Employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed,

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color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

“(2) The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

“(3) The Administrator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

“(4) The Administrator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

“(5) The Administrator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

“(6) In the event of the Administrator’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

“(7) The Administrator will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive

Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

13. The Administrator agrees to maintain and adhere to the County/Administrative Agreement.
14. The Administrator agrees to allow authorized State representatives and officials access to all books, accounts, records, reports, files, and other papers or property pertaining to the project in order to make audits, examinations, excerpts and transcripts; each contract or subcontract shall also provide for such access to relevant data and records pertaining to the development and implementation of the project.

### **SECTION 3 IMPLEMENTATION**

#### **Sanilac County in partnership with the Human Development Commission certify to comply with HUD’s Section 3 requirements as they relate to the Homeowner Rehab Program:**

15. Implement procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
16. Notify potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
17. Facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities, as appropriate, to reach the HUD minimum numerical goals. The Administrator, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and award contracts to Section 3 business concerns that exceed those specified minimum numerical goals.
18. Assist and actively cooperate with the CDD in obtaining the compliance of contractors and subcontractors with the Section 3 requirements, and refrain from

entering into any contract with any contractor where the Administrator has notice or knowledge that the contractor has been found in violation of the regulations.

19. Document actions taken to comply with the Section 3 requirements, the results of actions taken and impediments, if any.
20. Obtain from contractors, subcontractors and non-construction professional contractors, time records and any new certification documentation for Section 3 residents and business concerns with each payment request in order to accurately report Section 3 data.

This Administrative Agreement is hereby accepted and it is agreed that the funds made available will be used only as set forth herein based on current regulations in place with the Michigan Economic Development Corporation and the Michigan State House Development Authority.

Brian Neuville, Deputy Director, from Human Development Commission reviewed the proposed contract and budget appropriations.

Motion carried.

**NFA-056-17      MOVED BY COMMISSIONER HEBERLING AND  
SECONDED BY COMMISSIONER MUXLOW THAT THE SANILAC COUNTY  
BOARD OF COMMISSIONERS HEREBY ADOPTS THE ATTACHED 2018 FEE  
SCHEDULE FOR THE SANILAC COUNTY HEALTH DEPARTMENT.** Tara  
Griffith, Health Department Finance Director, reviewed the proposed fee schedule and  
background on setting a fee for services. Motion carried.

**NFA-057-17      MOVED BY COMMISSIONER MUXLOW AND  
SECONDED BY COMMISSIONER HEBERLING THAT THE SANILAC  
COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE  
FOLLOWING CONTRACT BETWEEN SANILAC COUNTY AND KATHLEEN  
DORMAN AND FURTHER AUTHORIZES THE BOARD CHAIRMAN TO SIGN:**

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**CONTRACT FOR CONSULTING SERVICES**

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**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_  
, 2017, by and between Sanilac County, "County" and Kathleen Dorman, 2596 Vatter  
Road, Snover, MI 48472, "Consultant".

**TERM OF CONTRACT**

(UNOFFICIAL MINUTES)

1.1 Term. This Agreement will become effective on January 3, 2018, and will continue in effect until June 30, 2018, unless terminated in accordance with the provisions of Article 6 of this Agreement.

## **ARTICLE 2 INDEPENDENT CONTRACTOR STATUS**

2.1 Independent Contractor. It is the express intention of the parties that Consultant is an independent contractor. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the County and the Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

## **ARTICLE 3 SERVICES TO BE PERFORMED BY CONTRACTOR**

3.1 Specified Services. Consultant agrees to provide consulting services for the County Administrator/Controller on a mutually acceptable schedule. The County shall supply the necessary equipment, supplies, and personnel.

## **ARTICLE 4 COMPENSATION**

4.1 Compensation. In consideration for the services to be performed by the Consultant, the County agrees to pay \$50.00 per hour for up to 150 hours of service.

4.2 Expenses. The County agrees to reimburse the Consultant for all costs and travel expenses incurred in performing services.

4.3 Date for Payment. Full payment for the services and expenses shall be made within thirty days of invoice.

## **ARTICLE 5 OBLIGATIONS OF CONTRACTOR**

5.1 State and Federal Taxes. Consultant is responsible for paying all required state and federal taxes. .

## **ARTICLE 6 TERMINATION OF AGREEMENT**

6.1 Termination. Either party to this Agreement may terminate this Agreement with or without cause, by providing at least 7 days written notice to the other party.



**ARTICLE 7  
GENERAL PROVISIONS**

7.1 Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

Sanilac County  
60 West Sanilac Ave., Room 102  
Sandusky, MI 48471

Kathleen Dorman  
2596 Vatter Road  
Snover, MI 48472

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

7.2 Entire Agreement of the Parties. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for County and contains all the agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are to embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding,. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

7.3 Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.4 Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Michigan.

Motion carried.

**Public Comments:**

Greg Alexander, Drain Commissioner, provided the Board with an update on the Worth Sewer Project and the Karegnondi Water Authority Project.

Trudy Nicol, County Treasurer, expressed her gratitude to Kathy Dorman. Trudy also provided a written request to the Board to reconsider using the Tax Foreclosure monies to pay down additional funds to the jail bonds and use the \$260,438.32 that was received from the State of Michigan that is not a budgeted revenue in General Fund.

Sheriff Biniecki welcomed new County Commissioner William Sarkella and extended his thanks to Kathy Dorman as well.

(UNOFFICIAL MINUTES)

**Adjournment:**

**MOVED BY COMMISSIONER HEBERLING AND SECONDED BY  
COMMISSIONER CONELY THAT WE ADJOURN AT 2:17 P.M.** Motion carried.

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Daniel Dean, Chairman

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Denise McGuire, County Clerk