



Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON
Jim Krolczyk
VICE-CHAIRPERSON
Ken Hilliard

Duane Anderson
Ervin Kowalski
Glenn Lottie
Carl Rutske
Richard Schmidt

CLERK

Marilyn Kliber
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski
(231) 398-3500

WAYS & MEANS COMMITTEE REPORT

Thursday, January 13, 2011
9:00 A.M.

Courthouse and Government Center
Board of Commissioner's Room

Members Present: Ervin Kowalski, Chairperson; and Glenn Lottie

Members Absent: Jim Krolczyk

Others Present: Thomas Kaminski, County Controller/Administrator; Russell A. Pomeroy, County Treasurer; Roger Elbers, Equalization Director; Heather Vasquez, Asst. Equalization Director; Sue Wagner, County Planner; Marilyn Kliber, County Clerk; Bruce Schimke, Maintenance Supervisor; Dave Meister & Ginny Martz, Onekama Township Assessors; Ken Grabowski, Manistee News Advocate; and Jeri Lyn Prielipp, Finance Assistant/Recording Secretary

The meeting was called to order at 9:00 A.M.

ITEMS REQUIRING BOARD ACTION

Jeri Lyn Prielipp, Finance Assistant, presented the Committee with Claiming Summaries for December 14, 2010 through January 13, 2011, and a summary of the On-Demand checks for their review and approval. Totals are as follows:

101 General Fund	\$191,188.53
201 County Road Fund	0.00
215 Friend of the Court Fund	0.00
216 Department Contingency Fund	0.00
218 Elections Fund	0.00
225 Recycling Fund	4,947.20
230 County Employee Training Fund	1,008.29
234 Judicial Technology Fund	0.00
235 District Court Services Fund	820.65
236 Maintenance of Effort Fund	16,428.29
241 JAWS of Life Fund	88.29
242 Bear Lake Improvement Fund	0.00
243 Brownfield Redevelopment Authority Fund	0.00
244 Brownfield Redevelopment - Joslin Cove	0.00
245 Public Improvement Fund	0.00
246 Township Improvement Revolving Fund	0.00
251 Capital Improvement Fund	353.99

252 Tax Refund Fund	0.00
253 Remonumentation Fund	24,450.00
254 Medical Care Depreciation Fund	0.00
255 Brownfield Site Assessment Fund	1,200.00
256 Register of Deeds Automation Fund	0.00
257 Budget Stabilization Fund	0.00
258 Mounted Search and Rescue	0.00
259 Legal Defense Fund	0.00
260 Health Insurance Fund	149,015.15
261 9-1-1 Service Fund	0.00
262 Dive Equipment Fund	0.00
263 Sheriff's Office Forfeited Assets Fund	0.00
264 Family Counseling Services Fund	0.00
265 Juvenile Drug Court Fund	0.00
266 Law Enforcement Training Fund	1,005.50
267 Friends of Animal Control Fund	0.00
268 Homeland Security Grant Fund	0.00
269 Law Library Fund	1,984.70
271 County Library Fund	0.00
272 County Library Trust Fund	0.00
273 Computer Technology Fund	6,911.15
274 Drug Testing - District Court Fund	0.00
275 Dial-A-Ride Fund	0.00
276 Forestry Fund	0.00
277 Air Photo Fund	0.00
278 LEPC Grant Fund	0.00
279 Economic Development - Housing Fund	0.00
280 MSHDA Grant Fund	0.00
281 Law Enforcement Technology Fund	0.00
282 EDO CDBG Grant Fund	5,279.03
283 F.I.A. Benzie County	0.00
284 Community Corrections Fund	247.31
285 Drunk Driving Case Flow Fund	0.00
286 Juvenile Intervention Fund	2,015.70
287 JABGN Grant Fund	0.00
288 Sheriff Dog Census Fund	0.00
290 Department of Human Services Fund	0.00
292 Child Care Fund	6,978.51
293 Soldiers & Sailors Relief Fund	0.00
294 Veterans Trust Fund	0.00
295 Airport Authority Fund	5,296.72
296 Juvenile Justice Fund	0.00
297 Compensated Services Fund	71,759.48
298 County Employee Separation Fund	0.00
299 Unemployment Fund	0.00
356 Fair Board Debt Fund	0.00
360 9-1-1 Expansion Construction Fund	0.00

361 Jail Expansion Construction Fund	169,846.04
362 Jail Building Bond	0.00
368 Library Loan Fund	0.00
369 Building Authority Debt Fund	0.00
370 County Road Building Debt Fund	0.00
461 Building Authority Construction Fund	0.00
462 County Road Construction Fund	0.00
512 Medical Care Facility Fund	0.00
603 Vehicle Fund	10,069.28
606 Tax Revolving Fund	0.00
609 Tax Revolving Fund	17,446.59
620 Tax Revolving - State Sales	179.06
701 Trust and Agency Fund	6,810.57

Total	\$695,330.03
	=====
On Demand Checks Total	\$ 214,240.93
	=====

Mr. Kowalski recommended that the bills be accepted in the amount of \$695,330.03 and that the same be placed on file. No alternative recommendation was proposed.

Ms. Wagner reported that for quite some time she has been working on the Capital Improvements Project and has compiled a very rough draft that was presented to and reviewed by the Planning Commission. The draft includes such things as pictures of all facilities, the property numbers, the square footage, when the facility was built, latest major improvements, current condition, etc. It is also divided into existing structures which will stay the same from year to year and future capital improvements that will need to be updated annually. The next step is to appoint a County Commissioner to sit on a Committee to carefully scrutinize and fine tune the draft, and act as a liaison between the Committee and the County Board. Once the draft is finalized, the plan will be presented to the Planning Commission and the County Board for approval and then put into effect.

Mr. Kowalski recommended that the County Board Chairperson appoint a representative to sit on a committee to finalize the County Capital Improvement plan document. This representative will act as a liaison between the Planning Commission and the County Board of Commissioners. No alternative recommendation was proposed.

The Committee considered a request from Open Door Assessments, LLC, which is operated by Dawn Stefanski, to continue using the Commissioners room meeting space for the provision of the Alcohol Highway Safety Education and Victim Impact Panel Program that is offered in Manistee County. This course is an educationally based prevention program and is usually attended by first offense drinking/drug impaired drivers. These drivers are most often sentenced to attend this program by the 85th District Court

or another District Court, but the group is not limited to only County of Manistee residents. A Room Use Agreement has been in effect for the past year, with no known negative issues. Both the Victim Impact Panel and the Alcohol Highway Safety Education Program are offered on Saturdays on the following dates in 2011: February 12, April 9, June 18, August 6, October 1, and December 3. Open Door Assessments, LLC, does have professional liability coverage and premises liability. It is recommended by Administration that the Room Use Agreement between Manistee County and Open Door Assessment, LLC, be renewed for the 2011 calendar year (APPENDIX A).

Mr. Lottie recommended renewing the Room Use Agreement between Manistee County and Open Door Assessments, LLC, for the 2011 calendar year, and that Dawn Stefanski be allowed to use the Commissioners Room for the provision of Alcohol Highway Safety Education and Victim Impact Panel Program that is offered in Manistee County, and that the Chair be authorized to sign the Room Use Agreement. No alternative recommendation was proposed.

The Committee considered an amended lease agreement between Manistee County, the Manistee County Fair Board, and the Onekama Lions Club for use of the general exhibition building at the Manistee County Fairgrounds in Onekama. Attached hereto under APPENDIX B is the draft Lease Agreement. Mr. Kaminski has asked the County Prosecutor and the County's Regional Risk Manager to review the lease. The amended lease agreement will run from October 1, 2010 through September 30, 2012, at the rate of \$3,000 per year.

Mr. Kowalski recommended renewing the Amended Lease Agreement between Manistee County, the Manistee County Fair Board, and the Onekama Lions Club for use of the general exhibition building at the Manistee County Fairgrounds in Onekama, said lease to run from October 1, 2010 through September 30, 2012, at the rate of \$3,000 per year, provided the Agreement meets the approval of the County Prosecuting Attorney and Regional Risk Manager. No alternative recommendation was proposed.

Ms. Kliber provided the Committee with a memorandum (APPENDIX C) and requested that the Committee consider transferring \$1,500.00 from the County Clerk's Contingency Surplus Line Item #216 000 390.007 to General Fund Line Item #101 215 730.000 "Equipment", which currently has a negative balance of (\$1,142.35). She also requested that the Committee consider transferring \$1,000.00 from the County Clerk's Contingency Surplus Line Item to General Fund Line Item #101 144 728.000 "Postage", to cover the cost of increased jury notices sent out to prospective jurors. Finally, she requested that the Committee consider transferring \$3,069.00 from the County Clerk's Contingency Surplus Line Item to the County General Fund line item #101 215 861.000 "Staff Development", as education assistance/reimbursement to Jill Nowak, who achieved her Bachelor's Degree, with Honors, in December, 2010. Mr. Kaminski suggested waiting to see if the County Clerk has a positive fund balance at the end of FY 2010/11, however,

Ms. Kliber requested that action be taken at this time. If approved, these transfers would leave a balance of \$1,128.00 in the County Clerk's Contingency Surplus Fund.

Mr. Kowalski recommended transferring \$1,500.00 from the County Clerk's Contingency Surplus Line Item #216 000 390.007 to General Fund Line Item # 101 215 730.000 "Equipment"; transferring \$1,000.00 from the County Clerk's Contingency Surplus Line Item #216 000 390.007 to General Fund Line Item # 101 144 728.000 "Postage", to cover the cost of increased jury notices being sent out to prospective jurors; and transferring \$3,069.00 from the County Clerk's Contingency Surplus Line Item #216 000 390.007 to the County General Fund Line Item #101 215 861.000 "Staff Development", as education assistance/reimbursement to Jill Nowak, who achieved her Bachelor's Degree, with Honors, in December 2010. No alternative recommendation was proposed.

Ms. Kliber then requested that the Committee consider paying to publish the County's Official Directory, which is updated every two years, from the Commissioner's budget. She obtained a quote from CommuniCraft for \$747.09 to publish 500 Directories.

Mr. Kowalski recommended accepting the quote from CommuniCraft to publish 500 Official County Directories, at a total cost of \$747.09, to be paid from the Commissioner's budget. No alternative recommendation was proposed.

Mr. Schimke presented the Committee with Control System proposals for air handlers 8, 9, and 10, which effect the first, second and third floors of the main Courthouse building. The East and West Annex of the Courthouse are on separate systems. Mr. Schimke explained all of the steps he has taken thus far to rectify the heating and cooling problems they are experiencing on the third floor. In the process, he discovered that the duct work on the south side of the third floor is in serious need of repair. He presented a proposal from Custom Sheet Metal and Heating, Inc., in the amount of \$2,490.00 (overtime rate) to repair the duct work on air handler #10 only (APPENDIX D). Mr. Schimke next reported that he has been working on installing a control system on the third floor, similar to the control system that was recently installed on 2R where he has the capability of monitoring and adjusting temperatures from the computer in his office. He presented the following proposals to remove the entire system and upgrade the Control System for air handler #8, #9, and #10:

Proposal #2 Custom Sheet Metal and Heating, Inc. = \$4,960.00 (APPENDIX E)

Proposal #3 Buck Heating and Cooling = \$5,150.00 (APPENDIX F)

Mr. Schimke recommended accepting proposal #3 from Buck Heating and Cooling (the contractor that installed the control system on 2R) in the amount of \$5,150.00. Following these discussions,

Mr. Kowalski recommended accepting the proposal from Custom Sheet Metal and Cooling, Inc., in the amount of \$2,490.00, to repair the duct work to the south side of the third floor of the County Courthouse building; and to accept

the proposal from Buck Heating and Cooling in the amount of \$5,150.00 to install a control system on the third floor of the County Courthouse building, to be paid from the Capital Improvement Fund. No alternative recommendation was proposed. (APPENDIX D & F)

The Committee discussed the proposed 2011 Parcel Charge Schedule for the Townships, Villages, the City of Manistee and the Onekama School District with those present. Mr. Kaminski explained that all local municipalities were invited to attend this meeting to participate in the discussion of the proposed fee increase. It was explained that this charge is for the performance of computer services for tax map and assessment roll maintenance, tax rolls and tax bills provided by the County to these municipalities. The County always assumes 25% of that cost to keep costs reasonable and the County also benefits. It was reported that because of efficiencies realized through technology, the cost of this service is being recommended for a reduction of 14.91%.

Mr. Kowalski recommended that the 2011 parcel charge for the performance of computer services for tax map and assessment roll maintenance, tax rolls and tax bills to the Townships, City, Villages, and Onekama School District be set as follows:

Townships and City = \$3.65 per parcel (14.91% decrease)
(This is 75% of the County's actual cost of \$4.86 per parcel)

Villages & Onekama Schools = \$0.95 per parcel (14.91% decrease)
(Summer tax bill charges)

State Education Tax (SET) charges = \$1.00 per parcel (same as previous years)

and that the 2012, 2013, 2014, and 2015 rates be adjusted by the rate of inflation, and 80% of all funds collected for this service will be deposited into the County's General Fund, and 20% will be deposited into the Technology Fund. No alternative recommendation was proposed. (APPENDIX G)

ITEMS NOT REQUIRING BOARD ACTION:

The Committee set its regular monthly meeting schedule for 9:00 A.M. on the following Tuesdays in 2011:

February 8, 2011
March 8, 2011
April 19, 2011 (3rd Tuesday)
May 10, 2011
June 14, 2011
July 12, 2011

August 9, 2011
September 13, 2011
October 18, 2011 (3rd Tuesday)
November 8, 2011
December 13, 2011

Mr. Kaminski reminded the Board that last month the Drain Commission Storm Water Guidelines were discussed with the County Drain Commissioner. The County Board of Commissioners appointed Ken Hilliard to sit on a committee with three Planning Commission members, Jerry Peterson from the Road Commission, and the Drain Commissioner. This committee will go over/review the Storm Water Guidelines and determine if the guidelines are even needed. If they are needed, the Committee will develop a plan/guidelines that are acceptable and implement a fee schedule.

At the direction of Commissioner Krolczyk, Mr. Schimke obtained and presented estimates from Custom Sheet Metal & Heating, Inc., Michigan Mechanical North, LLC, and Buck Heating and Cooling (APPENDIX H), for the installation of separate heating and cooling units throughout the Courthouse, similar to what you might see in major hotels. The Committee chose to table the issue for the time being.

Mr. Kaminski reported that once the jail construction project is complete, it is believed that additional custodial services will be needed at the jail. The Committee was asked to consider making one part-time custodial position a full-time position, however such a full-time position was not factored into the FY 2010/11 budget. The Committee chose to table these discussions until next month.

Mr. Kaminski reported that the Veteran's Affairs office will be relocating to the Planning Department. Ms. Yeack will occupy the cubicle previously occupied by the Housing Administrator and she will have access to the Planning Department Library/conference area to meet privately with clients.

Mr. Kaminski announced that it was brought to his attention by a concerned citizen that the Drain Commissioner has incurred a \$9,000 expense. Mr. Kaminski indicated that the Drain Commissioner indicated that this expense will be part of the Kettle Hole Drain project.

Mr. Kaminski announced that the County currently owns a sewer line that hooks into the City sewer system at M-55 and runs out to West Shore Medical Center. WSMC is the sole customer and the line, which was installed in the 1970's, is set up such that no one else can hook into it. Mr. Kaminski has met jointly with the City of Manistee, Manistee Township, etc., to discuss what he described as "a ticking time bomb for county government", i.e. this line could develop problems any day. The committee is looking at potential options to do something that would benefit the greatest population of people. A possibility that was discussed is the City, County, Township, etc., making a joint application to the Manistee Local Revenue Sharing Board for a rather large (\$500,000) grant to construct a new sewer line that would be the type that would serve multiple customers and perhaps stir development along the US 31 corridor. This will be further discussed at the January 18, 2011 County Board of Commissioners meeting.

Mr. Kaminski reported that he received a letter that the City Manager directed to the City Council with regard to them performing a study on potentially contracting for assessing with the County, contracting privately, maintaining the status quo, or going to a level II assessor rather than a level III. The City would like to meet with County officials to discuss whether or not the County would be interested in pursuing contracting with the City for assessing. The Committee authorized Mr. Kaminski to proceed.

Mr. Kaminski presented the Michigan Municipal Risk Management Authority Statement of Changes in Member Retention Fund for the three months ended September 30, 2010, which shows a healthy ending balance of \$509,738.20 (APPENDIX I). These funds are on deposit and reserved for potential property and liability claims.

There being no further business to come before the Committee, the meeting adjourned at 11:05 A.M.

Ervin Kowalski, Chairperson

Glenn Lottie, Commissioner

(Absent)
Jim Krolczyk, Commissioner

JP: OFFICE\W&M 1-13-11.MIN

DRAFT

(APPENDIX A)

Open Door Assessments LLC
Dawn Stefanski LBSW, CAC R
PO Box 914
Manistee, MI 49660
231-723-1132
opendoorllc@charter.net

RECEIVED
JAN 10 2011

January 6, 2011

Thomas Kaminski, County Controller
415 Third St.
Manistee, MI 49660

re: Room Use Contract

Dear Mr. Kaminski,

Given that the contract that I have with Manistee County for use of the commissioners room for the provision of AHSE/VIP presentations, will expire in February 2011, I am writing with the hopes of continuing this arrangement for another year.

I must again say thank you to both the county controller/administrator and the board of commissioners for allowing this arrangement. This court ordered program has become much more professional, handicap accessible, and better organized with the use of this larger room. I, as a presenter, also feel safer in this location. This year the course has met 6 times (bi monthly) and has served between 8 and 20 people per meeting time, all indicating an improvement in their knowledge base related to alcohol use and an improvement in motivation to not drink and drive. This is what the course is created for, and so far, it has been a success. Surveys of the class itself are available if ever wanted for review.

The only changes for 2011 will be that the Victims Impact Panel, traditionally provided through Wanda Joseph, will now be taken under the umbrella of Open Door Assessments and this writer due to Ms. Joseph pursuing further education. And secondly, the AHSE course itself has expanded to include Minor In Possession offenders sentenced in the adult system.

I have attached 2 blank room use agreements for signature and a copy of when the classes will be held in 2011. My liability insurance is due to be renewed in February as well and I will provide an updated record of this to the controller when it is received.

Again, thank you so much for allowing this arrangement that has allowed our county AHSE/VIP program become a success. Please do not hesitate to contact me with any questions or concerns.

Kind regards,



Dawn Stefanski

ROOM USE AGREEMENT
Between
Manistee County and Open Door Assessments LLC

A-2

This agreement made and entered into this _____ day of _____ 2011 by and between
Open Door Assessments LLC/Dawn Stefanski and Manistee County.

It is hereby agreed, as follows:

- A. That this agreement refers to the Manistee County Courthouse - located at 415 Third St., Manistee, MI 49660.
- B. This agreement allows Open Door Assessments LLC/Dawn Stefanski, use of the County Commissioners Meeting Room (or otherwise designated meeting space approved by the County Controller/Administrator), for instruction of Alcohol Highway Safety Education/Victims Impact/Drunk Driving Impact Panel. This program is for groups of OWI and MIP offenders ordered to attend by the court system.
- C. Open Door Assessments LLC/Dawn Stefanski agrees:
 - 1. To provide the Controller/Administrator advance notice of times/dates/sizes of all classes for approval.
 - 2. To carry and provide a copy to, the Controller/Administrator of both professional and general liability insurance.
 - 3. To follow all building rules, and leave the meeting room in its original order.
- D. Manistee County agrees:
 - 1. To allow use of the county commissioners meeting room, or other designated meeting area so approved by the controller/administrator, for instruction of the Alcohol Highway Safety Education/Victims Impact/Drunk Driving Impact Program.
 - 2. To allow direct entrance into the commissioner's meeting room from Third Street for program instructor/participants.
 - 3. To allow access to first floor bathrooms, elevator, and wheelchair if so needed, for program participants.
 - 4. To allow access/use of audio visual equipment as needed for instruction of the program.

This agreement shall be effective for 1 year from the date of signing.

Manistee County

Open Door Assessments LLC

Dawn Stefanski 11/7/2011

Date

Date

A-3

**ALCOHOL HIGHWAY SAFETY EDUCATION CLASSES (AHSE)
MIP OFFENDERS EDUCATION COURSE (MIP)
with a VICTIMS IMPACT COMPONENT (VIP)**

MANISTEE COUNTIES

MANISTEE CLASSES

**Open Door Assessments LLC
Dawn Stefanski LBSW, CAC R
PO Box 914
Manistee, MI 49660
231-723-1132**

Classes alternate between the Manistee and Benzie counties approximately every 4 weeks. All information provided is similar. Classes are held on Saturdays and last from 9-2:30. Please call the above number to register in advance. Cost for AHSE/MIP is \$80.00 and the VIP is \$20.00, both payable at the time of the class.

Manistee Classes held at:

**Manistee Courthouse
Commissioners Room
415 Third St
Manistee, MI 49660**

Manistee Schedule:

February 12, 2011

April 9, 2011

June 18, 2011

August 6, 2011

October 1, 2011

December 3, 2011

(APPENDIX B)

LEASE AGREEMENT

BETWEEN

MANISTEE COUNTY/MANISTEE COUNTY FAIR BOARD (LANDLORD)

AND

ONEKAMA LIONS CLUB (TENANT)

Under the following terms, the **Onekama Lions Club**, hereinafter known as the **TENANT** enters into a lease with **Manistee County and the Manistee County Fair Board**, hereinafter known as the **LANDLORD**, for the General Exhibition Building at the Manistee County Fairgrounds, Manistee County, Onekama, Michigan. Use by **TENANT** of any other properties located on the Manistee County Fairgrounds will be at the discretion and approval of **LANDLORD**. It is understood that use of the General Exhibition Building includes parking areas for those individuals who will be using the General Exhibition Building and other areas accessible to the general public.

FIX DATES

1. This Lease Agreement will be in effect for a period of five (5) years commencing October 1, 2010 through October 1, 2012. ?

2. Any party to this lease may terminate it without penalty by providing 90 days written notice of termination to the other party at the mailing address of record.

~~3. Anyone who rents the Fairgrounds from the LANDLORD needs to talk to the Lion's Club to rent the pavilion.~~

4. All events and activities at the General Exhibition Building will be booked through and be the responsibility of the **TENANT**.

5. The yearly rent will be three thousand dollars (\$3,000.00). Two thousand dollars (\$2,000.00) paid at the time of signing this contract and One thousand dollars (\$1,000.00) paid before the end of the contract year. Payable to the Manistee County Agricultural Society.

RENT SHALL BE

6. The **LANDLORD** has the right to reserve any and all of the facilities located upon the Manistee County Fairgrounds, however, **LANDLORD'S** schedule of events will be coordinated between the Manistee County Fair Board and the Lion's Club rental coordinator. The parties' rental coordinators will maintain the master calendar providing for all reserved dates of the Manistee County Fairgrounds. The **TENANT'S** scheduled activities will be coordinated so as not to conflict with previously scheduled **LANDLORD** activities. The Onekama Lion's Club shall provide copies of all insurance binders to **LANDLORD** for all scheduled

THESE SAY THE SAME THING. STRIKE #3

B-2

TENANT activities or other activities which may be permitted by TENANT.

7. The LANDLORD'S use of the General Exhibition Building located at the Manistee County Fairgrounds shall be on a reserved basis without charge to LANDLORD. During June, July, August and September, LANDLORD will not use the General Exhibition Building more than three full weekends, consisting of Friday, Saturday and Sunday, or shorter periods as agreed to by the parties. LANDLORD shall also have the use of the General Exhibition Building the weekend prior to the Manistee County Fair and the weekend during the Fair. If LANDLORD does use the General Exhibition Building more than three full weekends during June, July, August and September, then TENANT'S rent shall abate at the rate of \$450.00 per weekend in excess of three.
8. The TENANT may upgrade and modify the building to better serve the LANDLORD and community. All changes will be reviewed with and subject to the approval of LANDLORD. In the event of the termination of the Lease, it is understood that any improvements made by the TENANT which have become fixtures on the property shall remain with property at no cost to the LANDLORD. Any personal property which is not a fixture, and is owned by TENANT will be returned to TENANT.
9. The TENANT is responsible for all maintenance inside the building except for LANDLORD events. The LANDLORD will be responsible for all outside building maintenance except for conditions created by the TENANT'S events
- (2) 10. The LANDLORD shall carry structure insurance on the leased premises.
11. The TENANT shall provide general liability insurance to cover all events held by or sponsored by TENANT. TENANT shall also provide evidence of liquor liability insurance in the amount of three hundred thousand dollars (\$300,000.00) when applicable. Coverage shall be placed with a carrier licensed to do business in the State of Michigan and acceptable to the Manistee County Fair Board and Manistee County. Liability limits shall not be less than one million dollars (\$1,000,000.00) per occurrence for general liability. All general liability policies shall name Manistee County and Manistee County Fair Board as additional insured.
12. To the fullest extent permitted by law, TENANT agrees to indemnify and hold harmless Manistee County Fair Board and Manistee County against any and all claims, demands, suits or loss, including all taxable costs connected therewith against Manistee County Fair Board or Manistee County by reason of personal injury, bodily injury or property damage which arise out of or is in any way connected with activities held by or sponsored by TENANT.

B-3

- 13. The TENANT will be responsible for all utilities in the General Exhibition Building, including electricity and heating costs.
- 14. TENANT will be responsible for winter snow removal from parking and driving areas except such time as when snow removal is required for a scheduled LANDLORD activity.
- 15. The TENANT will agree not to compete with carnival and other events normally sponsored by the LANDLORD.
- 16. On any combined rental of the Fairgrounds and General Exhibition Building, rent shall be mutually agreed upon by the TENANT and LANDLORD.

ENTERED INTO this _____ day of _____, ²⁰¹¹~~2010~~ by:

MANISTEE COUNTY

_____ Chairman

_____ County Clerk

MANISTEE COUNTY FAIR BOARD DIRECTORS

_____ President
Charles Culbertson

_____ Secretary
Vicki Mackey

ONEKAMA LIONS CLUB

_____ President

_____ Secretary

(Appendix C)



Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CLERK

Marilyn Kliber

231-723-3331

Fax 231-723-1492

mikliber@manisteecountymi.gov

DATE: January 11, 2011
TO: WAYS & MEANS COMMITTEE
FROM: Marilyn Kliber, Manistee County Clerk
RE: FY 2010/2011 BUDGET

County Clerk's Budget/Dept. 215

EXPENSES:

Line Item - 101-215-730.000 Equipment/Budget 2010/2011	\$500
Have needed to purchase in Budget Year 2010/2011:	
Widmer Time Stamp Machine	\$624
Embossed Seal	\$ 68.35
Shelving for Vault	\$950
Total	\$1,642.35
Negative Balance	(\$1,142.35)

Requesting an additional \$1,500 to be put into this line item in my budget for 2010/2011.

Jury Commission Budget/Dept. 144

Line Item -101-144-728.000 Postage/Budget 2010/2011	\$2,000
Increase in Jury Notices sent out to prospective Jurors. Averaging three Jury Dates a month.	

Requesting an additional \$1,000 to be put into this line item/Jury Budget/2010/2011.

(C-2)

Education Fund:

An Application for Educational Assistance was submitted and approved by the Policy Committee on August 2, 2010 and the full Board on August 18, 2010. This request was for Jill Nowak for her last semester of education to obtain her Bachelor's Degree, which she did with Honors. The amount of the request is \$3,069.00. I would like to pay that amount out of the County Clerk's contingency fund. I would also like to encourage the Board to put money back into the Employee's Training Fund for educational purposes for future employees who decide to take college classes. It is a great opportunity for the employees of Manistee County.

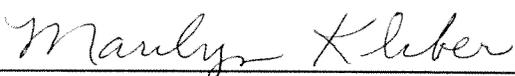
Official Directory - 2011-2012

The Manistee County Board of Commissioners with my assistance have published an Official Directory every two years. The Board pays for the directory and I submit the information that is to go into the directory. The quote from CommuniCraft is \$747.09 for 500 Directories, see attached quote.

County Clerk's Contingency Fund:

Balance in Contingency Fund \$6,697.00. See attached document.

Thank you for your time and consideration.



Marilyn Kliber, Manistee County Clerk

Proposal

Appendix D

Custom Sheet Metal & Heating, Inc.

9444 North US 31
FreeSoil, MI 49411
231/ 464-5436 FAX 231/ 464-5920
State License #71-00617

Attn: Bruck Schlimke

PROPOSAL SUBMITTED TO Manistee County Courthouse		PHONE 723-4575	DATE 1-5-11
STREET 415 Third Street		JOB NAME Repair duct/air balance 3 rd floor	
CITY, STATE AND ZIP CODE Manistee MI 49660		JOB LOCATION	
ARCHITECT	DATE OF PLANS	FAX 723-1795	JOB PHONE

We hereby submit specifications and estimates for:

Third floor ductwork repair/air balance

Straight time

- Check and record airflow before duct repairs, on a copy of 3rd floor print
- Labor and materials to investigate and repair all ductwork throughout 3rd floor
- Check and balance to original CFM listed on print after ductwork repairs are made

All material and labor: **\$ 1713.00**

Overtime

All work as listed above, completed on overtime: **\$ 2490.00**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **DOLLARS**

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Failure to pay may result in a construction lien being filed against your property. Accounts more than 30 days old will bear interest at 1 1/4% per month.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature

Payment will be made as outlined above.

Date of Acceptance

Signature

Proposal

(Appendix E)

Custom Sheet Metal & Heating, Inc.

9444 North US 31
FreeSoil, MI 49411
231/ 464-5436 FAX 231/ 464-5920
State License #71-00617

PROPOSAL SUBMITTED TO MANISTEE COUNTY COURTHOUSE		PHONE 398-3552	DATE 1/3/11
STREET 415 3 RD STREET		JOB NAME CONTROL SYSTEM FOR 3 RD FLOOR	
CITY, STATE AND ZIP CODE MANISTEE, MI 49660		JOB LOCATION 3 RD FLOOR	
ARCHITECT	DATE OF PLANS	FAX	JOB PHONE

We hereby submit specifications and estimates for:

ZONE X CONTROL SYSTEM

3-ZONEX DIGICOMRS COMMUNICATING THERMOSTATS

12-ZONEX REMOTE SENSORS WITH WALL PLATES

1-MISC. WIRING MATERIALS

-REMOVE EXISTING THERMOSTATS AND SENSORS AND DISPOSE OF

-INSTALL NEW THERMOSTATS WITH AREA SENSORS-WALL PLATES INCLUDED

-PROGRAM THERMOSTATS AND SENSORS WITH COMMANDER IN CLOSET/OFFICE

-PERFORM START UP AND TEST ROOF TOP UNITS WITH NEW THERMOSTATS

-ALL MATERIALS AND LABOR TO COMPLETE JOB

\$4960.00

OPTIONAL EQUIPMENT

1-UPGRADE ECONOMIZERS TO ZONEX CONTROLS AND SENSORS

\$6100.00

1-UPGRADE TO HONEYWELL THERMOSTATS AND SENSORS

\$2500.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
DOLLARS

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance. Failure to pay may result in a construction lien being filed against your property. Accounts more than 30 days old will bear interest at 1 1/2% per month.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within ___30___ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance

Signature

Signature



(Appendix F)

231 723 2825

Bruce Schimke
315 Third St
Manistee Mi 49660

Date: Dec 22 2010
Job Site: 315 Third St
Manistee Mi 49660

1. Nature of materials and/or work. Install 3 digicom rs, 12 sensors and wiring to operate units 8,9 and 10 in courthouse
2. Price and terms of payment: %100 upon completion.
3. All material shall be as specified and all work shall be completed in a workmanlike manner according to standard practices.
4. Warranties: Customer will receive only those warranties made by our manufacturers, which apply, from the date of installation. Buck Heating & Cooling provides a one-year warranty on labor from date of installation. Exceptions will be noted in the body of this contract. Extended warranties may be available from some manufacturers. Buck Heating & Cooling cannot provide any warranties on material supplied by the customer.
5. There shall be no other agreements between Customer and Buck Heating & Cooling unless the same is in writing and signed by both parties.
6. This proposal may be withdrawn by Buck Heating & Cooling if not accepted within 15 days.
7. Terms of acceptance:
 - a) The specified prices and specifications and conditions are satisfactory and accepted. Buck Heating & Cooling is hereby authorized to do the work described. Payment will be made as outlined above.
8. Michigan Mechanical License # 7109529.
9. All billings are due upon receipt unless prior arrangements are made.
10. All change orders must be in writing and signed prior to work beginning.

Bruce Schimke
Retain one copy for your records

Alan M. Buck
Buck Heating & Cooling



(F-2)

231 723 2825

Bruce Schimke
315 Third St
Manistee Mi 49660

Date Dec 22 2010
Job Site: 315 Third St
Manistee, Mi 49660

Contract price to install new Zonex control system for courthouse main building
Install 3 digicom rs, 12 sensors and wiring to operate rooftop units 8, 9 and 10 in courthouse
Run all data and communication cable for interconnection of all components
All programming to operate system from maintenance office PC

CONTRACT PRICE

\$5150.00

Bruce Schimke
Retain one copy for your records

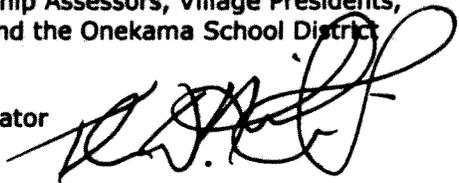
Alan M. Buck
Buck Heating & Cooling



Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

MEMORANDUM

TO: All Manistee County Township Supervisors, Township Assessors, Village Presidents, Manistee City Manager, Manistee City Assessor, and the Onekama School District Superintendent

FROM: Thomas D. Kaminski, County Controller/Administrator 

DATE: January 5, 2011

RE: 2011 Parcel Fee Charges

=====

You or a representative of your Municipality are invited to attend the Manistee County Board of Commissioners Ways & Means Committee meeting on Thursday, January 13, 2011 at 10:00 A.M. At this meeting the Committee will be considering the 5-year rate adjustment to the per parcel fee being charged to your Municipality for tax map and assessment roll maintenance, tax rolls, tax bills, and computer services performed by the Manistee County Equalization Department and County Treasurer's Office.

The current rates being charged in 2010 are as follows:

- Townships & City of Manistee = \$4.29 per parcel
- Villages = \$1.11 per parcel
- Onekama School District = \$1.11 per parcel

The rates being proposed by staff for 2011, based on actual costs as calculated by the Equalization Director and County Treasurer, are as follows:

- Townships & City of Manistee = \$3.65 per parcel (14.91% decrease)
(This is 75% of the County's actual cost of \$4.86 per parcel)
- Villages & Onekama School District = \$0.95 per parcel (14.91% decrease)
(Summer tax bill charges)
- S.E.T. Charges = \$1.00 per parcel (same as previous years)
(The worksheets used to determine the recommended fees are enclosed for your review.)

As in previous years, the 2012, 2013, 2014 and 2015 fee will be adjusted by the rate of inflation, and 80% of all funds collected for this service will be deposited in the County's General Fund, and 20% will be deposited in the Technology Fund.

If you have questions or concerns regarding this rate change recommendation, we ask that you or another representative of your Municipality attend the Ways & Means Committee meeting on January 13, 2011. The Ways & Means Committee will be making a recommendation at this meeting with final action by the Board of Commissioners at the January 18, 2011 regular Board meeting.

Enclosures

CC: Roger Elbers, Equalization Director w/encs.
Russell Pomeroy, County Treasurer w/encs.
Manistee County Ways & Means Committee w/encs.

(G-2)

DIRECTOR'S WORKSHEET 2010 COUNTY COST FOR ASSESSMENT MAINTENANCE FOR 2011

Paper, Envelopes, Toner, Postage, Automailer Service Contract, etc...

Deed copies, reports, Aerials. Reductions, 3 assessment rolls Personal Property Statements	\$3,800
Forms	\$738
Postage 1,305 x.44	\$574
N.O.A.C.	\$1,500
TOTAL		\$6,612

Personal Cost (Includes Wages & Benefits)

Property Description Manager/GIS	80% of Time.....	\$42,976
Deeds, Splits, Shape files, Descriptions, Database, GIS Tax maps & Aerials, N.O.A.C. Printing, Address Changes		
Property Description Manager	90% of Time.....	\$23,584
Deeds, PP Printing & Entering Printing Assessment Rolls		
Appraiser/Assistant Director	25% of Time.....	\$15,019
Value Imports, Balancing, Tribunal/BOR Changes Splits, Aerial Photos & GIS		
Director	5% of Time.....	\$4,236
Administration		
TOTAL		\$85,795

2010 TOTAL COST \$92,407

\$92,407 Divided by 24,275 parcels =	\$3.81
Computer cost (hardware, maintenance, programs)	\$0.50 (cost since 1987)
Maintenance cost per parcel	\$4.31

Cost of printing Tax Bills from Treasurers Worksheet = \$13,444.21

\$13,444.21 Divided by 24,275 parcels = \$0.55

TOTAL MAINTENANCE AND TAX BILLING COST PER PARCEL

2010 parcel count does not include parcels with 0 values

12/16/2010

OFFICEFEES&TWPSCHARGEBACK\CHARGEBACK2010

\$4.86
x 75%

\$3.65

G-3

COST OF PRINTING TAX BILLS

Printing Tax Bills	Wages	20 days @ \$141.90 per day	\$ 2,838.00
	FICA		\$ 217.11
	Ins-Health		\$ 1,369.92
	Ins-Life		\$ 2.65
	Ins-STD		\$ 20.82
	Workers Comp		\$ 9.70
	Retirement		\$ 385.40
	TOTAL		\$ 4,843.60
Folding/Stuffing etc.	Wages	6 days @ \$114.15 per day	\$ 684.90
	FICA		\$ 52.39
	Ins-Health		\$ 410.98
	Ins-Life		\$ 0.80
	Ins-STD		\$ 6.25
	Workers Comp		\$ 2.50
	Retirement		\$ 93.01
	TOTAL		\$ 1,250.82
	TOTAL WAGES & FRINGE		\$ 6,094.42

TAX PRINTING SUPPLIES

TONER & PAPER	\$ 444.69
PER PROP TAX SETS & ENVELOPES	\$ 3,673.01
TAX BILL PAPER	\$ 1,183.56
TAX BILL PAPER	\$ 109.30
TONER	\$ 165.98
HP9000 MAINT KIT	\$ 443.30
TAX ROLL PAPER	\$ 205.94
SEALING SOLUTION	\$ 68.00
RECEIPT PAPER	\$ 424.50
TONER	\$ 299.97
TONER & PAPER	\$ 331.56
TOTAL PRINTING SUPPLIES	\$ 7,349.79
PRIOR YEAR TOTAL	\$ 7,463.15
TOTAL ANNUAL COST	\$ 13,444.21

**FY 10/11 BUDGET
PERSONNEL LISTING
10/1/10 thru 9/30/11**

(G-4)

Equalization DEPARTMENT NAME		101 FUND#	257 DEPT#	
A. Employee Name	Roger Elbers	Lynn Jensen	Vicki Warner	Heather Vasquez
B. Wage Line Item #	703.000	703.004	703.024	703.002
C. Job Title	Equal. Director	Prop.Des.Special	Descri.Analyst	Appr/Asst E.D.
D.09/30/10 Wage Rate	53,742.00	30,147.00	14,010.75	35,178.00
E.10/11 Wage % Change	0.0%	0.0%	0.0%	0.0%
F.10/11 Pay Grade	11	6	5	7
G. 10/11 Pay Step	2	MIN	MIN	2
H. 10/11 Budgeted Wage	53,742.00	30,147.00	14,010.75	35,178.00
10/11 Hourly Rate	27.56	15.46	14.37	18.04
I. 10/11 Shift Differential				
J. Budgeted O.T. Line Item#710.00				
K. Budgeted Holiday Pay #720.00				
L. Budgeted Cleaning Allowance #746.00			50%	
M. Total Wage (H+I+J+K+L)	53,742.00	30,147.00	14,010.75	35,178.00
N. FICA #716.00	4,111.26	2,306.25	1,071.82	2,691.12
O. Health/Dental Ins. #716.04 Life Ins.	14,700.00	14,700.00	7,506.00	14,700.00
#716.05 STD Ins.	36.00	36.00	18.00	36.00
P. HRA Contribtuion workers Comp	709.89	398.22	370.14	464.67
Q. #716.10 Unemployment	900.00	900.00	450.00	900.00
R. #716.12 Retirement	787.37	87.43	40.63	102.02
S. #716.14 Sick/Vacation	268.71	150.74	70.05	175.89
T. #716.14 Personal Days	8,227.90	4,298.96	1,997.93	5,016.38
U. Total Fringes (N+O+P+Q+R+S+T)	620.10	347.85	323.33	405.90
V. Total Wage and Fringe Benefits (M+U)	620.10	347.85	323.33	405.90
	71%	78%	87%	71%
	84,723.34	53,720.29	26,181.98	60,075.88
	x.05	x.80	x.90	x.25

4,236

42,976

23,564

15,019

Proposal

(Appendix H)

Custom Sheet Metal & Heating, Inc.

9444 North US 31
FreeSoil, MI 49411
231/ 464-5436 FAX 231/ 464-5920
State License #71-00617

Attn: Bruce Schimke

PROPOSAL SUBMITTED TO Manistee County Courthouse		PHONE 398-3552	DATE 12-21-10
STREET 415 Third Street		JOB NAME Split heating/cooling systems for third floor	
CITY, STATE AND ZIP CODE Manistee MI 49660		JOB LOCATION	
ARCHITECT	DATE OF PLANS	FAX	JOB PHONE

We hereby submit specifications and estimates for:

- 3-Daikin Split system heating and cooling units**
- 1- Daikin FTX09HVJU Wall hung heat pump 9,000 btus for Chris' office
- 1- Daikin FTX09HVJU wall hung heat pump with 9,000 btus for judges office
- 1- Daikin FTX12HVJU wall hung heat pump with 12,000 btus for large office
- 3- Daikin condensing units will sit on roof
- 3- Pipe curbs for lineset/electrical feed
 - condensate will drain through floor to janitors closet
 - electrical work will be done by Topline Electric and is included
 - permits
 - all units will separate systems

All material and labor:	\$ 15,850.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ DOLLARS

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Failure to pay may result in a construction lien being filed against your property. Accounts more than 30 days old will bear interest at 1 1/2% per month. Note: This proposal may be withdrawn by us if not accepted within ____30_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Signature _____

(A-2)

Michigan Mechanical North, LLC

2395 S. Mission View Drive
Suttons Bay, MI 49682

Estimate

Date	Estimate #
1/12/2011	203

Name / Address
Manistee County Jail Bruce Schimke 415 3rd. Steet Manistee, MI 49660

			Project
Description	Qty	Cost	Total
County Court House: -(2) 9,000 BTU Daiken mini split heat pumps. -(1) 12,000 BTU Daiken mini split heat pump. Provide material and labor to install above listed heat pumps. Price includes electrical, roof work, system start up and customer training. Includes 1 mid summer inspection, cleaning of coils and filters, July 2011. Total Cost:	1	12,280.00	12,280.00
Thanks for the opportunity to quote this project.		Total	\$12,280.00

Customer Signature _____



(H-3)

231 723 2825

Bruce Schimke
315 Third St
Manistee Mi 49660

Date: Dec 22 2010
Job Site: 315 Third St
Manistee Mi 49660

1. Nature of materials and/or work. Install 3 LG mini split heat pump HVAC units on 3 rd floor.
2. Price and terms of payment: %100 upon completion.
3. All material shall be as specified and all work shall be completed in a workmanlike manner according to standard practices.
4. Warranties: Customer will receive only those warranties made by our manufacturers, which apply, from the date of installation. Buck Heating & Cooling provides a one-year warranty on labor from date of installation. Exceptions will be noted in the body of this contract. Extended warranties may be available from some manufacturers. Buck Heating & Cooling cannot provide any warranties on material supplied by the customer.
5. There shall be no other agreements between Customer and Buck Heating & Cooling unless the same is in writing and signed by both parties.
6. This proposal may be withdrawn by Buck Heating & Cooling if not accepted within 15 days.
7. Terms of acceptance:
 - a) The specified prices and specifications and conditions are satisfactory and accepted. Buck Heating & Cooling is hereby authorized to do the work described. Payment will be made as outlined above.
8. Michigan Mechanical License # 7109529.
9. All billings are due upon receipt unless prior arrangements are made.
10. All change orders must be in writing and signed prior to work beginning.

Bruce Schimke
Retain one copy for your records

Alan M. Buck
Buck Heating & Cooling



(H-4)

231 723 2825

Bruce Schimke
315 Third St
Manistee Mi 49660

Date Dec 22 2010
Job Site: 315 Third St
Manistee, Mi 49660

Contract price to install new mini split heat pumps
Install 1 Daikin rx12favj2 (12000 btu) and 2 Daikin rx09fvj2 (9000 btu) on third floor
All wiring and remote thermostats are included
All work to be done after business hours
The time constraints (to be determined by Mr. Schimke) may not allow us to accept this job.

CONTRACT PRICE

\$12 950.00

Bruce Schimke
Retain one copy for your records

Alan M. Buck
Buck Heating & Cooling

(Appendix I)

**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY
STATEMENT OF CHANGES IN MEMBER RETENTION FUND
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2010**

MEMBER: 00029 - Manistee, County of

Receipts:

Member Contributions Received - Regular	\$0.00
Member Contributions Received - Additional	\$0.00
Investment Earnings	\$4,822.76
Other Receipts	\$0.00
	<hr/>
Total Receipts	\$4,822.76

Claims & Related Payments:

Pool Deductible Receipts	\$0.00
Claims Paid	(\$1,102.94)
Defense Costs Paid	\$0.00
Reinsurance Recoveries	\$0.00
Subrogation Recoveries	\$0.00
Stop Loss Recoveries	\$0.00
	<hr/>
Net Claims & Related Payments	(\$1,102.94)

Other Payments:

Interest Charges	\$0.00
Meeting Expenses	(\$374.00)
State Mandated Expenses	\$0.00
General Legal Fees	\$0.00
Funds Returned	\$0.00
	<hr/>
Total Other Payments	(\$374.00)

Net Contribution to Retention Fund for three months ended September 30, 2010	\$3,345.82
Add Beginning Balance @ July 1, 2010	\$506,392.38
	<hr/>
Ending Balance @ September 30, 2010	\$509,738.20
	<hr/> <hr/>
Reported Reserves at September 30, 2010	\$0.00
	<hr/> <hr/>

-- This statement is on a cash basis --