



CASS COUNTY BOARD OF COMMISSIONERS

COMMITTEE OF THE WHOLE

September 21, 2023

5:00 PM

1. **CALL TO ORDER** – *Vice-Chair Laylin*
 2. **INVOCATION** – *Chair Jones*
 3. **PLEDGE OF ALLEGIANCE** – *Commissioner Howie*
 4. **ROLL CALL** - *Clerk/Register Monica McMichael*
 5. **PUBLIC COMMENT** (limit 3 minutes/person)
 6. **ADDITIONS/DELETIONS TO AGENDA**
 7. **APPROVAL OF THE AGENDA** – *Commissioner Marchetti*
 8. **APPROVAL OF AUGUST 17, 2023 COMMITTEE OF THE WHOLE MINUTES** – *Commissioner Barrera*
 9. **PRESENTATIONS** (Limit to 10 minutes)
 - A. **Materials Management** - *Marcy Hamilton, Southwest Michigan Planning Commission*
 - B. **Grants Overview** – *Carol Bealor, Chief Judge*
 10. **COMMITTEE REPORTS**
 11. **DISTRICT REPORTS**
 - District 1** - Commissioner Laylin
 - District 2** - Commissioner Lawrence
 - District 3** - Commissioner Locke
 - District 4** - Commissioner Jones
 - District 5** - Commissioner Howie
 - District 6** - Commissioner Barrera
 - District 7** - Commissioner Marchetti
 - District 8** – Commissioner Lee
 12. **ADMINISTRATOR'S REPORT**
 13. **FINANCE REPORT**
 14. **VETERAN'S REPORT**
 15. **COUNTY PARTNERS** (Limit to 5 minutes)
 16. **ELECTED OFFICIALS**
 17. **UNFINISHED BUSINESS**
 18. **NEW BUSINESS**
-



CASS COUNTY BOARD OF COMMISSIONERS

- A. Appointment of Michael O'Rourke to the Solid Waste Planning Committee as Industry Representative to a term ending 06/01/2025
- B. Board of Canvassers Reappointment
- C. Board of Commissioner Bylaws
- D. Operation Green Light
- E. Discussion - Budget Committee
- F. Congressionally Directed Spending/USDA Grant – Historical Courthouse
- G. Interagency Facilities Agreement
- H. Interagency Marketing Agreement
- I. Remonumentation Contract Revision
- J. Solar & Wind Siting
- K. Sheriff Department Wages
- L. Discussion-MIDC/Grants

19. BOARD MEMBER COMMENTS/ANNOUNCEMENTS

20. ADJOURNMENT

**CASS COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE**

August 17, 2023

Vice-Chair Laylin called the meeting to order at 5:00 p.m. in the Commission Chambers on Thursday, August 17, 2023. Commissioner Howie offered the Invocation. Chair Jones led the Pledge of Allegiance to the Flag of the United States of America.

Circuit Court File Room Supervisor/Deputy Clerk & Register of Deeds Emily Bogue called roll:

COMMISSIONERS PRESENT: Ryan Laylin, James Lawrence, Joyce Locke, Jeremiah Jones, Mary Howie, Samuel Barrera, Roseann Marchetti and RJ Lee.

COMMISSIONERS ABSENT: None.

STAFF PRESENT: Administrator Matthew Newton, Finance Director Jennifer Rentfrow and Deputy Finance Director James Tito.

PUBLIC COMMENT

Public comment occurred.

ADDITIONS/DELETIONS TO THE AGENDA

None.

APPROVAL OF THE AGENDA

Commissioner Locke moved, seconded by Commissioner Barrera, to approve the August 17, 2023, Cass County Committee of the Whole Agenda. Motion to approve the agenda carried by voice vote.

APPROVAL OF MINUTES

Commissioner Barrera moved, seconded by Commissioner Marchetti, to approve the July 20, 2023, Committee of the Whole Meeting Minutes. Motion carried by voice vote.

PRESENTATIONS

Treasurer Hope Anderson relayed the Annual Report of foreclosure funds from year 2021 to the Board of Commissioners.

Matt Costello from the Wayne State University Center for Behavioral Health and Justice was present to recognize the county's Medical Assisted Treatment Program. He thanked Chief Judge Carol Bealor for her vision in bringing the grant funded program to fruition in Cass County. He then presented Sheriff Behnke, Judge Bealor, Woodlands Substance Use Director Bob Weber, Captain Jon Schoup and the Board of Commissioners with certificates of recognition for their work in making the program a success.

COMMITTEE REPORTS

Commissioners Marchetti and Jones shared Committee Reports.

DISTRICT REPORTS

Commissioners Locke, Marchetti, Jones, Howie, Lawrence and Lee provided District Reports.

ADMINISTRATOR'S REPORT

Administrator Newton shared the Administrator's Report.

FINANCIAL REPORT

Financial Director Jennifer Rentfrow offered the Finance Report.

VETERAN'S REPORT

Veteran's Services Officer Karee Krause shared the Veteran's Report.

COUNTY PARTNERS

Conservation District Director Jake Young read a letter from the Conservation District Board of Directors that was sent to County Administrator Newton and the Board of Commissioners requesting \$125,000 in funding for FY 2024 in order to keep the SESC Program sustainable.

ELECTED OFFICIALS

Judge Bealor, Prosecutor Fitz, Sheriff Behnke and Drain Commissioner Van Belle provided updates and spoke regarding the FY 24 budget.

UNFINISHED BUSINESS

None.

NEW BUSINESS

A. Appointments

- i. Appointment of Samuel Barrera to the Planning Commission for a term expiring 7/31/2026.
- ii. Appointment of Tyler Augst to the Planning Commission for a term expiring 7/31/2026.
- iii. Reappointment of Dan Stutsman to the Planning Commission for a term expiring 7/31/2026.
- iv. Appointment of Christy Olson to the Historical Commission for an unexpired term ending 7/1/2025.
- v. Appointment of Mike Danielson to the Solid Waste Planning Committee as Solid Waste Industry Representative for a term expiring 6/1/2025.

The appointments will move forward to the next regular board meeting for approval.

B. MDARD Rural Readiness Grant – Housing Study

Sarah Snoeyink from Market Van Buren requested commissioners to sign as a co-applicant on a letter of intent for an MDARD Rural Readiness Grant due by August 31, 2023. If approved, the state would invite Market Van Buren and the county to continue the application process September 25, 2023, with applications due November 2, 2023. The \$50,000 award would provide a target market analysis for housing. The study would examine the gap between supply and demand. It would also analyze what type of housing communities need. Additionally, the grant would allow for the development of an action plan. Ms. Snoeyink explained that signing the letter of intent did not obligate the county financially.

Treasurer Hope Anderson asked Ms. Snoeyink if the housing study conducted within the last five years but not utilized could be tied into this grant, if funded.

Vice-Chair Laylin declared a five-minute recess.

C. Audit Services RFP

Administrator Newton explained the county received three bids for audit services with current audit firm Yeo and Yeo offering the lowest quote.

Commissioners agreed to move the item to the next regular board meeting.

D. National Preparedness Month

Administrator Newton asked commissioners to approve a resolution in support of National Preparedness Month (September).

Commissioners agreed to place Item D. on the next regular board meeting agenda.

E. Market Van Buren Economic Development Agreement

Administrator Newton explained that the county began a pilot program with Market Van Buren to provide economic development services that was set to expire on September 30, 2023. Market Van Buren proposed a three-year agreement with an annual cost of \$115,000 the first year and 2% increases each October. The three-year agreement included a rebranding of Market Van Buren with a name to-be-determined within twelve months as well as a minimum of five board seats, with two seats reserved for county commissioners.

Discussion followed regarding the length of the contract, the termination clause, multi-year planning for Market Van Buren and their employees as well as appropriate reporting to the Board of Commissioners.

Commissioners agreed to move Item E. to the next regular board meeting.

F. Recission of R-229-22

Resolution R-229-22 authorized the county administrator to approve step level hiring across the full pay scale. Commissioners agreed to rescind R-229-22 which would allow the administrator to approve step level hiring at the midpoint of paygrades.

Commissioners agreed to move item F to the next regular board meeting agenda.

G. FY 24 Budget and General Appropriations Act Resolution

County Administrator Newton explained that the budgetary numbers supplied in the resolution came from the administrator recommended budget. Numbers could be adjusted if need be.

Vice-Chair Laylin requested a workshop to discuss the budget. Commissioners agreed to hold a special board meeting as well as a budget workshop at 5:15 p.m. on Thursday, August 24, 2023.

H. SWMBH Intergovernmental Contract

Board members agreed to move Item H. to the next regular board meeting.

I. FY 23 Budget amendments

Finance Director Rentfrow answered questions regarding adjustments.

Board members agreed to move Item I. to the next regular board meeting agenda.

BOARD MEMBER COMMENTS/ANNOUNCEMENTS

Commissioners Lawrence, Barrera and Laylin offered comments or announcements.

ADJOURNMENT

The meeting adjourned at 7:20 p.m.

Approved: _____
Date

Vice-Chair Ryan Laylin

Monica McMichael, Clerk/Register



CASS COUNTY COUNTY ADMINISTRATOR'S OFFICE

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 15, 2023

SUBJECT: September 2023 Administrator's Report

Historical Courthouse

It is with great pleasure that I am able to announce that we have finally received word from the UDSA Office that the Historical Courthouse Project has received the green light and the project is approved for funding. A Request for Obligation of Funds has been completed and submitted and we anticipate having the formal grant agreement shortly. All in all, this has been a long process in getting this across the finish line. However, being able to leverage the grants funds in coordination with the County funding is huge. Being able to utilize the Public Improvement Fund dollars for other County projects will be a huge help. Construction mobilization is beginning this week. We anticipate the renovation to be completed by August 2024. As construction commences, the County will be implementing a page on our website for regular updates so that all interested parties can follow construction progress and receive updates.

Interlocal Agreements

At September Committee of the Whole Meeting we will be discussing 2 Interlocal Agreements for Facilities and Marketing & Communications. We are also working on the final stages of completing the necessary IT Work that will form the basis for a 3rd Interlocal Agreement for IT Services later this fall. I think it's worth highlighting how unique Cass County is with respect to the vision for carrying out these sorts of agreements. We spoke with Senator Peter's aide late last year on this topic and were told that what we were doing here was not something they see much of, it at all, across the state. It took a unique vision and willingness of our County Partners to try something new to see these Agreements and the resultant integration of services come to fruition. However, I think that we are truly on to something here. In many ways, the structure of what we are building in these programs can be a model of what Counties can achieve through increased focus on integration of services and a willingness to work together for the common good. In the coming months, as we finalize all of the agreements, I am planning to submit an article to MAC detailing the work we've done in this area and highlighting how we've been able to leverage our expertise across various disciplines to achieve cost savings for all parties involved.

Accounts Payable

We are planing to look at a major overhaul to the processes and procedures with respect to Accounts Payable in the coming year. This will include working with elected offices/departments to ensure invoices are attached within the AP System, ensuring Invoice Approvals are completed within the software, and with both of those items, the transition to a paperless AP system. This will help ensure the most efficient process possible. We are working on finalizing a new procedure manual, creating how-to videos, and planning for any needed training. Our hope is to being rolling out the new processes beinging in October.

MIDC/Public Defender

Applications have begun to be received for the Pubilc Defender Adminstator's Role that was approved at the September 7th Regular Meeting as part of the MIDC Grant. Interviews have begun and we are working through those with applicants to narrow down the candidates and, ideally, look to have someone ready to assume that role early-to-mid October. As



CASS COUNTY COUNTY ADMINISTRATOR'S OFFICE

discussed during the September 7th Meeting, we would plan to have the Public Defender Administrator being first with any possible Administrative Assistant beginning at a later time.

Emergency Repair Loan Program

We will be looking to hold a Public Hearing next month on the Closing of the 2023 Emergency Repair Loan Program and to discuss the proposed opening of the 2024 Program. I will touch more on this during the Public Hearing but I can report that the County completed 11 projects across the County including Dowagiac, Vandalia, Niles, Cassopolis, and Marcellus. Of the \$91,607.50 that was designated for the program in 2023, the County was able to expend all but \$5,420.98. So, approximately \$85,000.00 of the funds were able to be expended through the program. I'd like to acknowledge the efforts of the City of Dowagiac in administering the program and thank them for their work in completing these 11 projects in the past year.

Respectfully Submitted,

Matthew Newton
County Administrator

CASS COUNTY

FINANCE DIRECTOR

TO: CASS COUNTY BOARD OF COMMISSIONERS
FROM: JENNIFER RENTFROW / FINANCE DIRECTOR
DATE: AUGUST 30, 2023
RE: FINANCIAL REPORT

GENERAL FUND BUDGET TO ACTUAL SUMMARY REPORT

Attached you will find the General Fund Budget to Actual Summary Report. The report reflects the fiscal year budget & year-to-date activity total from October 1, 2022 through August 30, 2023, (FYE 9/30/23).

**Please note this is a preliminary report and is subject to change as it continues to be reviewed in depth to prepare for closing year-end and audit preparations.*

NOTES:

Much of the summer has been spent on budgeting. As we look to finalizing the FY23-24 budget, we are starting to prepare for fiscal year-end activities.

You can expect to see final budget adjustments coming to the Board before the end of the year. This will ensure that we have plenty of money budgeted for all final expenditures for the year.

The House Local Government Committee will be introducing bills in September to create a Revenue Sharing Trust Fund. We are hoping this will be moved from House to Senate fairly quickly. This would be great news for the counties.

Veteran Property Tax Exemption bills are also expected to be introduced. This would allow for reimbursement to local units of government for Veteran property tax exemptions.

We are hopeful to hear some exciting news on these two items this fall.

**GENERAL FUND REVENUE BUDGET TO ACTUAL SUMMARY
AS OF 08/31/2023 (92% of Fiscal Year 2022-2023)**

	ACTUAL @ 08/31/2022	2022-2023 ORIGINAL	2022-2023 AMENDED	ACTIVITY FOR AUGUST 2023	ACTUAL @ 08/31/2023	AVAILABLE BALANCE	% BDGT USED
REVENUE SOURCES LESS GRANT/REIMBURSEMENTS:							
FEES/SERVICES/PERMITS	1,659,566	2,100,572	2,150,572	190,604	1,590,647	559,925	73.96%
INTEREST & RENTS	123,547	143,500	283,500	57,320	335,796	(52,296)	118.45%
STATE FUNDING	2,056,941	2,690,504	3,052,049	356,679	2,549,333	502,716	83.53%
TRANSFERS IN	406,000	498,775	498,775	0	237,250	261,525	47.57%
TAXES	4,123,215	12,179,118	12,264,118	1,880,671	3,824,094	8,440,024	31.18%
SUB TOTAL	8,369,270	17,612,469	18,249,014	2,485,274	8,537,120	9,711,895	46.78%
GRANT/REIMBURSEMENTS:							
GRANTS	938,357	1,674,901	1,638,885	193,260	1,167,489	471,396	71.24%
LOCAL CONTRIBUTIONS	199,563	423,475	448,475	24,188	279,141	169,334	62.24%
REIMBURSEMENTS/OTHER REVENUE	396,154	230,300	237,600	3,263	220,182	17,418	92.67%
FUND BALANCE ALLOCATION	0	1,849,469	2,117,129	0	0	2,117,129	0.00%
SUB TOTAL	1,534,073	4,178,145	4,442,089	220,710	1,666,812	2,775,277	37.52%
TOTAL REVENUES	9,903,343	21,790,614	22,691,103	2,705,984	10,203,931	12,487,172	44.97%
TOTAL EXPENSES (See Detail Below)	17,155,662	21,790,614	22,691,103	1,671,979	18,480,947	4,210,156	81.45%

**GENERAL FUND EXPENSE BUDGET TO ACTUAL SUMMARY
AS OF 08/31/2023 (92% of Fiscal Year 2022-2023)**

	ACTUAL @ 08/31/2022	2022-2023 ORIGINAL	2022-2023 AMENDED	ACTIVITY FOR AUGUST 2023	ACTUAL @ 08/31/2023	AVAILABLE BALANCE	% BDGT USED
101 - BOARD OF COMMISSIONERS	145,985.63	202,033.00	256,533.00	23,224.59	214,921.05	41,611.95	83.78%
172 - ADMINISTRATOR	284,114.77	327,515.00	411,679.00	21,294.02	289,292.70	122,386.30	70.27%
191 - ACCOUNTING DEPT	286,145.04	466,112.00	466,112.00	34,028.94	410,370.45	55,741.55	88.04%
215 - CLERK/ROD	494,764.44	664,525.00	682,525.00	43,494.55	539,505.87	143,019.13	79.05%
228 - INFORMATION TECHNOLOGY	602,150.68	1,035,902.00	961,838.00	109,154.45	818,163.73	143,674.27	85.06%
233 - PURCHASING	116,765.73	155,000.00	175,000.00	7,578.24	143,085.55	31,914.45	81.76%
243 - PROPERTY DESCRIPTION DEPT	318,315.57	438,341.00	438,341.00	27,244.77	335,143.82	103,197.18	76.46%
245 - COUNTY SURVEY & REMONUMENTATION	37,956.69	46,917.00	54,079.00	0.00	45,614.14	8,464.86	84.35%
253 - TREASURER	365,947.57	433,265.00	468,265.00	40,424.15	422,120.75	46,144.25	90.15%
257 - ASSESSOR / EQUALIZATION DEPT	244,639.66	281,518.00	291,768.00	23,817.12	264,833.69	26,934.31	90.77%
262 - ELECTIONS	68,935.66	114,300.00	114,300.00	0.00	64,473.67	49,826.33	56.41%
265 - BUILDINGS & GROUNDS	919,847.70	1,118,886.00	1,200,331.00	72,933.67	982,384.03	217,946.97	81.84%
266 - ATTORNEY / CORP COUNSEL	90,870.80	100,000.00	100,000.00	0.00	41,892.00	58,108.00	41.89%
271 - INSURANCE / TAXES	189,831.75	531,147.00	531,147.00	152,855.50	361,840.75	169,306.25	68.12%
276 - COURT GRANTS	483,664.57	699,143.00	756,596.00	61,824.60	544,273.83	212,322.17	71.94%
279 - FAMILY / JUVENILE COURT	656,985.21	904,870.00	944,870.00	66,617.68	774,907.69	169,962.31	82.01%
283 - CIRCUIT COURT	271,700.96	340,800.00	353,800.00	23,339.14	294,503.83	59,296.17	83.24%
286 - DISTRICT COURT	805,854.14	997,021.00	997,021.00	71,513.45	855,909.63	141,111.37	85.85%
289 - FRIEND OF THE COURT	1,069,852.56	1,314,428.00	1,334,428.00	95,225.24	1,129,521.59	204,906.41	84.64%
294 - PROBATE COURT	416,965.56	502,959.00	510,959.00	38,026.08	459,883.78	51,075.22	90.00%
296 - PROSECUTING ATTORNEY	903,112.91	1,214,950.00	1,220,279.00	80,824.05	957,298.61	262,980.39	78.45%
301 - SHERIFF	2,426,410.43	2,907,363.00	3,007,363.00	223,804.31	2,710,071.01	297,291.99	90.11%
304 - LAW & COURTS SECURITY	150,463.97	157,905.00	168,355.00	12,207.96	155,100.63	13,254.37	92.13%
316 - SECONDARY ROAD PATROL	95,370.67	104,241.00	104,241.00	7,180.31	91,689.71	12,551.29	87.96%
331 - MARINE LAW ENFORCEMENT	28,408.73	55,070.00	265,070.00	54,311.16	184,729.95	80,340.05	69.69%
345 - PUBLIC SAFETY DEPT	232,931.22	369,573.00	369,573.00	20,945.23	247,518.61	122,054.39	66.97%
351 - JAIL OPERATION	2,704,634.91	3,292,748.00	3,292,748.00	220,787.61	2,817,247.19	475,500.81	85.56%
426 - EMERGENCY MGMT / HOMELAND SECURITY	92,121.18	91,175.00	100,975.00	8,221.10	93,831.64	7,143.36	92.93%
430 - ANIMAL CONTROL	351,070.72	414,605.00	426,605.00	30,319.99	383,021.16	43,583.84	89.78%
441 - PUBLIC WORKS	730.10	1,150.00	1,150.00	0.00	646.29	503.71	56.20%
442 - DRAIN COMMISSIONER	111,865.12	129,394.00	132,394.00	8,614.86	118,968.36	13,425.64	89.86%
528 - WASTE COLLECTION/DISPOSAL	23,723.26	26,356.00	26,356.00	0.00	25,751.66	604.34	97.71%
568 - SOIL CONSERVATION	5,000.00	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00%
601 - HEALTH DEPARTMENT	279,566.00	293,544.00	293,544.00	0.00	0.00	293,544.00	0.00%
631 - SUBSTANCE ABUSE	76,179.42	75,305.00	75,305.00	0.00	37,101.17	38,203.83	49.27%
648 - MEDICAL EXAMINER	142,876.52	162,000.00	192,000.00	30,686.16	174,370.82	17,629.18	90.82%
649 - MENTAL HEALTH	114,000.00	114,000.00	114,000.00	28,500.00	114,000.00	0.00	100.00%
681 - VETERANS' BURIALS	7,440.20	10,000.00	12,000.00	2,100.00	10,452.20	1,547.80	87.10%
682 - VETERANS' COUNSELOR	105,999.90	115,842.00	129,342.00	4,574.67	122,807.98	6,534.02	94.95%
701 - PLANNING COMMISSION	5,708.91	25,956.00	25,956.00	536.14	13,621.29	12,334.71	52.48%
710 - COOPERATIVE EXTENSION	113,913.17	130,316.00	130,316.00	2,930.09	126,626.87	3,689.13	97.17%
751 - PARKS & RECREATION	195,766.34	234,665.00	240,665.00	22,838.93	206,104.01	34,560.99	85.64%



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Appointments Committee

DATE: September 21, 2023

RE: Appointment Recommendation

REQUEST:

Approve for the appointment of Michael O'Rourke to the Solid Waste Planning Committee be added to the October 5th Regular Meeting

BACKGROUND:

The Appointments Committee met on September 7th to review current and upcoming vacancies on Boards & Commissions. The Appointments Committee recommends the appointment of Michael O'Rourke to the Solid Waste Planning Committee as an Industry Representative with a term ending 06/01/25.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Appointments Committee, Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for the appointment of Michael O'Rourke to the Solid Waste Planning Committee be added to the Consent Agenda of the October 5th Regular Meeting.

COUNTY OF CASS

Monica McMichael, Clerk/Register
Heather Harding, Chief Deputy Clerk/Register
Emily Bogue, File Room Supervisor



Circuit Court File Room
60296 M-62 – Suite 10
Cassopolis, MI 49031
(269) 445-4416 phone
(269) 445-4453 fax

Clerk/Register Office
120 N. Broadway
Cassopolis, MI 49031
(269) 445-4464 phone
(269) 445-4406 fax

MEMORANDUM

TO: Administrator Newton
Chair Jones
Vice-Chair Laylin
FROM: Clerk/Register Monica McMichael *MM*
DATE: September 12, 2023
RE: Board of Canvassers Reappointments

As specified in MCL 168.24c, chairs of the local political parties provided names of three individuals willing to serve on the Board of Canvassers (see below). The Board of Commissioners must select one individual from each party to be appointed to serve on the County Board of Canvassers to terms beginning November 1, 2023, and expiring October 31, 2027.

Democratic Party
Rudy Gourdine*
Ann Webb
Moe Jacobson

Republican Party
Brigid Forlenza*
Ron Carlisle
Jerry Duck

I respectfully request that the item appear on the next Committee of the Whole for discussion before the official vote occurs at the next regular board meeting.

** These candidates are trained and are experienced County Canvassers. I ask that you re-appoint Mr. Gourdine and Mrs. Forlenza as we need experienced canvassers for the 2024 election year.*



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Policy Committee

DATE: September 21, 2023

RE: BOC Bylaws & Rules of Procedure

REQUEST:

Approve for Board of Commissioners Bylaws and Rules of Procedure be added to the October 5th Regular Meeting.

BACKGROUND:

Dating back to last year, the Policy Committee has reviewed and discussed a major revision to the existing Board of Commissioner Rules of Procedure. There are several reasons for looking to explore this. First, the existing formatting makes the current document difficult to navigate and read. Facilitating an update for ease-of-use is a big factor and will make it much easier for everyone to review the document when questions arise. Additionally, another major focus was on including references to State Law that govern the operations of the Board of Commissioners where applicable. The proposed Bylaws and Rules of Procedure contain clickable links to the various references to State Law making researching those items much easier and providing the necessary support for what is contained therein. This is helpful in correlating the requirements of state law with the procedures that the Board will follow.

The existing bylaws are focused very heavily on the structure and procedures of meetings. While helpful, the goal of the new bylaws is to incorporate additional, meaningful content such as the Board Structure, Powers, and Duties that are not present in the existing Rules of Procedure. With respect to the previous content regarding motions and procedural elements, the newly proposed Bylaws contain a simple reference to Robert's Rules of Order indicating that they shall govern the Board and its committees insofar as practicable, except as modified by statute or rule of the Board. This provides a clean way of ensuring a single source for reviewing procedural questions that may arise and provides the board with additional flexibility.

This would be the biggest update in many years to the existing Rules of Procedure. After careful consideration and review the Policy Committee, at its August 10th Meeting recommended that the proposed Bylaws & Rules of Procedure move forward to the Committee of the Whole for consideration of adoption by the Board of Commissioners.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

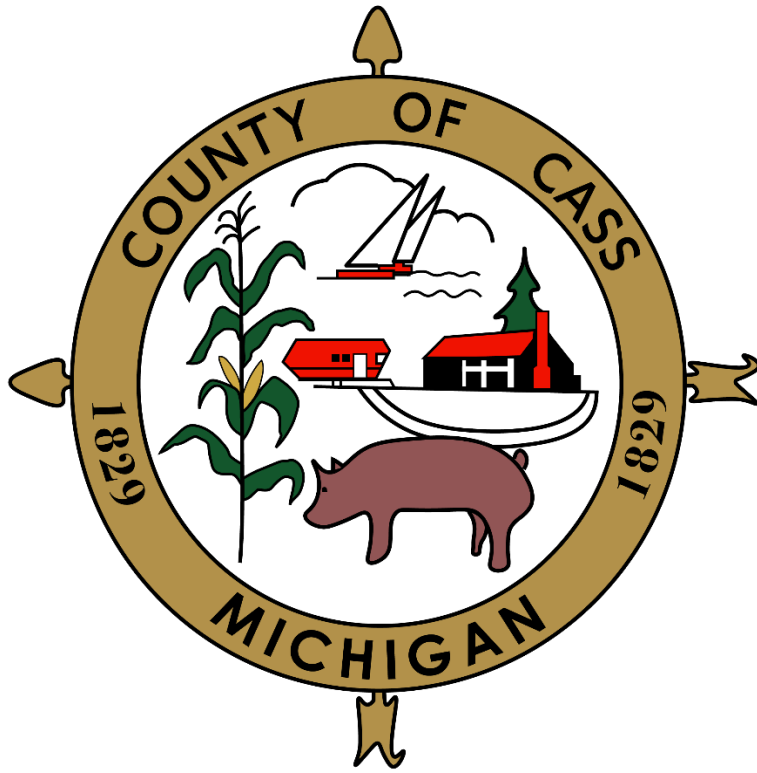
Policy Committee, Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for the Board of Commissioners Bylaws & Rules of Procedure be added to the Consent Agenda of the October 5th Regular Meeting.



CASS COUNTY BOARD OF COMMISSIONERS

BYLAWS AND RULES OF PROCEDURE

ADOPTED: _____

TABLE OF CONTENTS
for
BYLAWS AND RULES OF PROCEDURE

ARTICLE I - BOARD ORGANIZATION.....	4
1.1 Board Membership.....	4
1.2 Term of Commissioners.....	4
1.3 Vacancies in Office.....	4
1.4 Reapportionment.....	4
1.5 Compensation	4
1.6 Other Offices.....	4
1.7 Officers, Agents, and Employees	4
1.8 Term of Office of Chairperson.....	4
1.9 Powers and Duties.....	4
1.10 Indemnification	4
ARTICLE II - OFFICERS AND EMPLOYEES	5
2.1 Chairperson	5
2.2 Vice Chairperson.....	5
2.3 Board Leadership Succession	5
2.4 Clerk.....	5
2.5 Legal Counsel.....	5
2.6 Appointments to Boards, Councils, Commissions, etc.; Appointment Committee.....	5
ARTICLE III - MEETINGS.....	6
3.1 Regular Meetings.....	6
3.2 Special Meetings.....	6
3.3 Organizational Meeting of the Board.....	6
3.4 Order of Business for Regular Meetings.....	6
3.5 Quorum.....	7
3.6 Public Meetings.....	7
3.7 Preparation of Minutes	7
3.8 Record of Discussion.	7
3.9 Board Orders, Record	7
ARTICLE IV - RULES OF GENERAL CONDUCT AND PROCEDURE	7
4.1 General Conduct.....	7
4.2 Conflict of Interest.....	8
4.3 False Statements.....	8
4.4 Gift, Entertainment, and Favors.....	8
4.5 Agenda	8
4.6 Voting	8
4.7 Consent Agenda.....	8
4.8 Public Comment	9

4.9	General Conduct.....	9
4.10	Codification	9
4.11	Rules of Order.....	9
ARTICLE V - COMMITTEES OF THE BOARD		9
5.1	Special (Ad Hoc) Committees.....	9
5.2	Committee of the Whole.....	9
5.3	Time and Place of Regular Committee of the Whole Meetings.....	9
5.4	Order of Business for Committee of the Whole Meetings.....	9
5.5	Committee of the Whole Rules	10
ARTICLE VI – AMENDMENT		10
6.1	Procedure to Modify Bylaws.....	10

DRAFT

CASS COUNTY BOARD OF COMMISSIONERS

BYLAWS AND RULES OF PROCEDURE

ARTICLE I - BOARD ORGANIZATION

- 1.1** Board Membership. The Board of Commissioners shall consist of eight (8) members elected from single-member districts apportioned on the basis of population as provided by law. Throughout this document, all references to "Board" shall refer to the Board of Commissioners. ([MCL 46.409](#))
- 1.2** Term of Commissioners. The term of each Commissioner shall be for two (2) years and shall be concurrent with that of State Representatives. The term of each Commissioner elected at or after the 2024 general November election is four (4) years. ([MCL 46.410](#))
- 1.3** Vacancies in Office. When a vacancy occurs in the Office of Commissioner by death, resignation, removal from the district, or removal from office, the vacancy shall be filled by appointment within 30 days by the County Board of Commissioners of a resident and registered voter of that district. The person appointed to fill a vacancy shall serve for the remainder of the unexpired term. If the County Board of Commissioners does not fill the vacancy by appointment within 30 days, that vacancy shall be filled by a special election regardless of whether the year is an election year or an odd year. ([MCL 46.412](#))
- 1.4** Reapportionment. The Board shall be reapportioned, in the manner provided by law, within sixty (60) days after the publication of the latest United States official decennial census figures. ([MCL 46.401](#))
- 1.5** Compensation. Commissioners shall receive the compensation and mileage reimbursement fixed by resolution of the Board. Changes in compensation shall become effective only at the time the County Board of Commissioners commence their terms of office after a general election. The per mile mileage reimbursement fixed by the Board shall not exceed the mileage reimbursement set for State officers as determined by the State Officers Compensation Commission. As used in this section, "compensation" shall not include mileage reimbursement. ([MCL 46.415](#))
- 1.6** Other Offices. No commissioner, while he/she is a member of such Board, shall be eligible for election or appointment to any other County office or position, the election or appointment of which is within the jurisdiction of such Board of Commissioners. ([MCL 46.3](#))
- 1.7** Officers, Agents, and Employees. Except as provided in Section 1.8, the Board shall elect at its first meeting in each year a Chairperson and a Vice Chairperson and may appoint such other representatives, agents, and employees as may be deemed necessary by it to carry out any of its powers. ([MCL 46.3](#), [MCL 46.13a](#))
- 1.8** Term of Office of Chairperson. The Chairperson shall be elected each odd- numbered year for a two- year term, unless the County Board provides by resolution that the Chairperson shall be elected annually for a one-year term ([MCL 46.3](#)).
- 1.9** Powers and Duties. The Board shall have such powers and duties as shall from time to time be provided for by law.
- 1.10** Indemnification. The County shall indemnify and save harmless all Commissioners against expenses actually and necessarily incurred by them in connection with the defense of any action, lawsuit, or proceeding in which they are made parties by reason of being or having been a Commissioner, except in relation to matters as to which any such member shall be adjudged in such action, lawsuit or proceeding to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability. The foregoing right to indemnification shall not be exclusive of other rights to which a member may be entitled.

ARTICLE II - OFFICERS AND EMPLOYEES

- 2.1** Chairperson. The Chairperson shall be elected by and from the membership of the Board. His/her duties and powers shall include the following:
- A. He/she shall prepare the agenda and preside over all meetings of the Board.
 - B. He/she shall, with the confirmation of a majority of the Board, appoint and may remove the members of all special committees of the Board.
 - C. He/she shall serve as an ex-officio member of all committees and subcommittees of the Board.
 - D. He/she shall affix his/her signature to all contracts, bonds, and other documents requiring the signature of the Chairperson.
 - E. He/she shall be the ceremonial representative of the County and shall perform such other duties as specified by law, by the Board, or by customs.
- 2.2** Vice Chairperson. The Vice Chairperson shall be elected by and from the members of the Board. His/her duties and powers shall include the following:
- A. He/she shall prepare the agenda and preside in the absence of the Chairperson.
 - B. He/she shall affix his/her signature to all contracts, bonds, and other documents requiring the signature of the Chairperson when the Chairperson is unable to do so because of illness or other exigency which, in the opinion of the Board, prevents the Chairperson from performing the functions of the office.
 - C. He/she shall serve as an ex-officio member of all committees and subcommittees of the Board.
 - D. He/she shall perform such other duties as may be from time to time assigned by the Chairperson or by the Board. ([MCL 46.3](#))
- 2.3** Board Leadership Succession. In the absence of the Chairperson and the Vice Chairperson, Board leadership succession shall be based upon seniority of service as a County Commissioner, regardless of whether the years of service are consecutive or not, and that person shall be the acting Chairperson of the Board of Commissioners and perform the duties of the Chairperson; provided, however, said acting Chairperson shall not affix his/her signature to any contracts, bonds, and other documents requiring the signature of the Chairperson unless, in the opinion of the Board, the Chairperson is prevented from performing the functions of the office because of illness or other exigency. If two or more members have the same seniority, then the tiebreaker will be the Commissioner who is the oldest. ([MCL 46.32](#))
- 2.4** Clerk. The County Clerk or, in his/her absence, his/her deputy shall be the Clerk of the Board and shall perform such duties as required by law or as from time to time assigned by the Board.
- 2.5** Legal Counsel. The Board Chairperson may appoint, with confirmation of the Board, Legal Counsel to represent the Board and County. Legal Counsel may be removed by the Board Chairperson with the concurrence of the Board.
- 2.6** Appointments to Boards, Councils, Commissions, etc.; Appointment Committee
- A. Based upon the recommendation of the Board, the Board Chairperson may then appoint, with confirmation of the Board, all individuals to the various boards, councils, commissions, etc., as the County's representative(s).
 - B. In their capacity as a Commissioner or County employee, whenever a Commissioner or County employee is appointed to a board, council, commission, etc., his/her appointment shall be contingent upon if he/she remains a Commissioner or County employee.
 - C. All elections or appointments by the Board shall be determined by a majority vote of the members elect unless otherwise provided by law. Any member so appointed by the Board of Commissioners that

fails to attend three (3) consecutive regular scheduled meetings of the Board or Commission that the member was appointed to, without approval of the chairman of said Board of Commission, a vacancy shall be declared, and an appointment shall be made as a special order of business at the earliest possible meeting together of the Board of Commissioners following notification of said vacancy.

- D. When outboard committee appointments/re-appointments are made, the Board of Commissioner's decision shall take into consideration the recommendation of the remaining seated members of said committee.

ARTICLE III - MEETINGS

3.1 Regular Meetings. Except as otherwise required by law, the regular meeting of the Board shall be held as follows:

- A. Unless the Board shall otherwise specify, the Board shall meet on the first Thursday of each month at such time that the Board shall determine.
- B. All regular meetings of the Board shall be held in the Board of Commissioners' Chambers unless the Board shall otherwise specify.

3.2 Special Meetings. A special meeting of the Board shall be held only when:

- A. Requested by at least one-third (1/3) of the Commissioners, which request shall be in writing either by e-mail, FAX or handwritten note with date affixed to each format addressed to the County Clerk and specifying the time, date, place, and purpose of such meeting. Upon receipt of such request, the Clerk shall notify each Commissioner of such meeting at least 48 hours before the holding thereof. Such notice may be given by telephone to a number indicated by each Commissioner as the one to be used for such purposes, or by any other means of communication. The Clerk shall keep a written record of the method of notification for each Commissioner. ([MCL 46.10](#))
- B. In the event of a severe and imminent threat to the health, safety, or welfare of the public, an emergency session of the Board of Commissioners may be called to meet at such time, date, and place as deemed appropriate; and notice of such meeting shall be given to the Commissioners by the best available means of communication; provided, however, two-thirds (2/3) of the commissioners must decide that delay would be detrimental to efforts to lessen or respond to the disaster or threat. ([MCL 15.265](#))
- C. The Board may, by an appropriate motion, agree to hold a special meeting provided proper notice is given pursuant to the Open Meetings Act.

3.3 Organizational Meeting of the Board. The Board shall at its first regular meeting in each calendar year, or at such other time as may be required by law, convene for the purpose of electing officers and transacting any other business properly brought before the Board.

3.4 Order of Business for Regular Meetings. The order of business shall be as follows:

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Roll/Call
- E. Public Comment – Limit to 3 minutes/person
- F. Additions/Deletions to the Agenda
- G. Approval of the Agenda
- H. Recognitions
- I. Presentations – Limit to 10 minutes
- J. Consent Agenda
- K. Committee Reports

- L. District Reports
- M. County Partners – Limit to 5 minutes
- N. Elected Officials
- O. Unfinished Business
- P. New Business
- Q. Public Comment
- R. Closed Session, if needed
- S. Board member Comments/Announcements
- T. Adjournment

- 3.5** Quorum. A majority of the Commissioners shall constitute a quorum for the transaction of the ordinary business of the County. ([MCL 46.3](#))
- 3.6** Public Meetings. Every meeting of the Board of Commissioners shall be open to the public and shall be held in a place available to the public. A "Meeting" shall mean the convening of a quorum of the Board of Commissioners for the purpose of deliberating toward or rendering a decision on a public policy. A "Decision" shall mean a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, order, ordinance, bill, or measure on which a vote by the Commissioners is required to effectuate or formulate public policy. ([MCL 15.262](#)) Closed sessions may be held for the purposes listed in [MCL 15.268](#). A "Closed Session" shall mean a meeting or part of a meeting of the Board of Commissioners which is closed to the public. ([MCL 15.262](#))
- 3.7** Preparation of Minutes. Prepared minutes of each Board meeting shall be available for public inspection not more than eight (8) business days after the meeting to which the minutes refer and posted to the County intranet. Approved minutes shall be available in the County Clerk's Office for public inspection and copying without charge not later than five (5) business days after the meeting at which the minutes are approved by the Board and posted to the County website. Corrections to the minutes shall be made not later than the next meeting after the meeting to which the minutes refer. Corrected minutes shall be available no later than the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction. Copies of the minutes shall be mailed to individuals upon request without charge. ([MCL 15.269](#); [MCL 46.9](#))
- 3.8** Record of Discussion. The Clerk shall not be responsible for maintaining a written record or summary of the discussion or comments of the Board members nor of the comments made by members of the public. The minutes of each meeting shall only reflect whether comments of any members of the public were given or not given.
- 3.9** Board Orders, Record. Every order, resolution, motion, and determination of the Board shall be recorded in the records of the Board and signed by the Board Chairperson and Clerk/Register of such Board. ([MCL 46.29](#))

ARTICLE IV - RULES OF GENERAL CONDUCT AND PROCEDURE

4.1 General Conduct

- A. Practice civility and decorum in discussion and debate.
- B. Demonstrate effective problem-solving approaches.
- C. Treat all staff as professionals.
- D. Do not solicit political support from staff.
- E. Be fair and impartial when listening to public testimony.
- F. Be fair and equitable in allocating public hearing time.
- G. Give the appearance of active listening.
- H. Ask for clarification but avoid debate and argument with the public.
- I. No personal attacks of any kind, under any circumstance.
- J. Be clear about representing the County or personal interests.

- 4.2** Conflict of Interest. A Commissioner shall not be interested directly or indirectly in any contract or other business transaction with the County unless he/she complies with the requirements of [MCL 15.321](#) et seq. and/or [MCL 46.30](#).
- 4.3** False Statements. No member shall knowingly make a false statement for the purpose of receiving compensation or reimbursement for expenditures.
- 4.4** Gift, Entertainment, and Favors. County Commissioners shall not directly solicit nor accept any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form, under circumstances which could reasonably be inferred or expected, as determined by a majority vote of the Commissioners present, that the gift was intended to influence the Commissioner in the performance of his/her official duties.

GENERAL PROCEDURE

- 4.5** Agenda. The agenda shall be distributed to the Commissioners at least four (4) business days prior to the meeting. Any changes should be received by Wednesday, one (1) business day prior to the meeting date. The Chairperson shall determine which items shall be placed on the Board agenda subject to the following:
- A. An item may be placed on any future Board agenda by motion approved by a majority vote of the Commissioners present.
 - B. Pursuant to Section 5.2, an item may be placed on any future Board agenda by action of a Committee of the Whole.
 - C. A time-sensitive item which requires a decision prior to action of the next Committee of the Whole and subsequent Regular Meeting may be placed under New Business of the next scheduled Regular Meeting.
- 4.6** Voting. The voting procedure shall be as follows:
- A. No votes shall be taken by secret ballot, except the vote for Chairperson may be by secret ballot provided a motion to elect the chairperson by secret ballot is approved by the Board. ([MCL 46.3a](#))
 - B. Except as otherwise provided by statute or rule, all questions shall be determined by the votes of the majority of the Commissioners present, except upon the final passage or adoption of any measure or resolution, or the allowance of any claim against the County, in which case the majority of all the Commissioners elected and serving shall be necessary. ([MCL 46.3](#))
 - C. At the request of any Commissioner, roll call vote shall be taken on the adoption of an ordinance, resolution, or appointment or election of an officer; the adoption of the budget; the adoption of a Consent Agenda. The call of the roll shall not be interrupted. A Commissioner at the completion of the call may give a brief statement for the record, without argument or repetition, of his/her reasons for voting "yes," "no," or for abstaining.
- 4.7** Consent Agenda. The Board may use a Consent Agenda under the following conditions:
- A. The Board Chairperson and/or Board Vice Chairperson shall, with input from staff, determine which items on the Board Agenda shall be considered on the Consent Agenda.
 - B. A Commissioner shall announce the items on the Board agenda which shall be considered on the Consent Agenda. Those items which are not announced by the Commissioner shall be considered separately.
 - C. The Board Chairperson shall inquire as to whether any Commissioner desires to remove an item from the Consent Agenda. Any Consent Agenda items that are requested to be removed shall be voted on separately.
 - D. There shall be no discussion of any item on the Consent Agenda. If a request for discussion or a

question is raised concerning a Consent Agenda item before the vote, that item shall be removed from the Consent Agenda and voted on separately.

- 4.8** Public Comment. During Public Comment, an opportunity shall be afforded to any member of the general public in attendance to deliver their comments to the Board of Commissioners. These comments will be limited to a maximum of three (3) minutes unless extended by the Chair of the Board. Comments should be made directly to the Board. Discussions with the audience during the public comment section of the agenda are expressly forbidden unless solicited by the Chair.
- 4.9** General Conduct. No Commissioner nor other person shall speak until duly recognized by the Chairperson; if a Commissioner or other person speaks without being recognized by the Chairperson, he/she shall immediately cease speaking if ruled out of order.
- 4.10** Codification. All laws, regulations, policies, and ordinances shall be codified by the staff in such a form as may be required for their proper use.
- 4.11** Rules of Order. Robert's Rules of Order shall govern the Board and its committees on all their deliberations insofar as practicable, except as modified by statute or rule with the exception that the Chairman shall vote.

ARTICLE V - COMMITTEES OF THE BOARD

- 5.1** Special (Ad Hoc) Committees. The Board may establish from time to time such special committees as are deemed necessary which shall only be advisory in nature. The purpose shall be determined at the time the special committee is established. At least two (2) Commissioners shall be members of a special committee. A special committee may report recommendations to the Board for appropriate action and shall be automatically dissolved when their specific task is completed.
- 5.2** Committee of the Whole. The Board may resolve itself into a "Committee of the Whole" at a regular or special meeting of the Board or at the call of the Board Chairperson. Recommendations of a Committee of the Whole shall be placed on the Board agenda pursuant to Section 4.5.
- 5.3** Time and Place of Regular Committee of the Whole Meetings.
- A. Unless the Board or the Committee of the Whole shall otherwise specify, the Board shall meet as a Committee of the Whole on the third Thursday of each month at such time that the Board or the Committee of the Whole shall determine.
 - B. All regular meetings of the Committee of the Whole shall be held in the Board of Commissioner's Chambers unless the Board or the Committee of the Whole shall otherwise specify.
 - C. Minutes shall be prepared for all meetings pursuant to [MCL 15.269](#) and shall be a public record.
- 5.4** Order of Business for Committee of the Whole Meetings. The order of business shall be as follows:
- A. Call to Order
 - B. Invocation
 - C. Pledge of Allegiance
 - D. Roll/Call
 - E. Public Comment – Limit to 3 minutes/person
 - F. Additions/Deletions to the Agenda
 - G. Approval of the Agenda
 - H. Presentations – Limit to 10 minutes
 - I. Committee Reports
 - J. District Reports
 - K. Administrator's Report

- L. Finance Report
- M. Veteran's Report
- N. County Partners – Limit to 5 minutes
- O. Elected Officials
- P. Unfinished Business
- Q. New Business
- R. Public Comment
- S. Closed Session, if needed
- T. Board member Comments/Announcements
- U. Adjournment

5.5 Committee of the Whole Rules. A majority of the Commissioners shall constitute a quorum and a majority vote of the Commissioners present shall be necessary to approve any motion.

ARTICLE VI – AMENDMENT

6.1 Procedure to Modify Bylaws. These Bylaws and Rules may be amended, altered, changed, added to, or repealed by the affirmative vote of a majority of the members of the entire Board at any regular or special meeting, provided notice of the intention to amend has been included in the call.



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Operation Green Light

REQUEST:

Approve for Resolution Supporting Operation Green Light be added to the October 5th Regular Meeting

BACKGROUND:

Annually, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite counties from across the nation to join Operation Green Light and show support for veterans by lighting buildings green from November 6 to November 12. By shining a green light, the county and our residents can let our veterans know that they are seen, appreciated, and supported.

There is a resolution attached that would formally designate Cass County as a participant and encourage all within the County to show support by turning on a green light from November 6th to November 12th. If adopted, we will light up the clock tower at the Historic Courthouse. Additionally, we would plan to work with the Facilities Department to explore cost-effective possibilities for adding additional green lighting through flood lights or green filters for County Buildings. Note, this may be a multi-year sort of effort where we work on expanding the number of lights buildings over time.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

For any green lights or green light filters, there would be a cost associated with this, but we would explore options to proceed in lighting up the buildings in a cost-effective approach that stays within budgeted expenditures. Or, if the BOC would like to appropriate a set amount towards this project, that could be explored as well.

RECOMMENDATION:

Approve for the Resolution Supporting Operation Green Light to be added to the Consent Agenda of the October 5th Regular Meeting.

JOIN OPERATION GREEN LIGHT FOR VETERANS



America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes and boroughs to **join Operation Green Light and show support for veterans by lighting our buildings green from November 6 to November 12**. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

HOW TO JOIN

- Visit www.naco.org/operationgreenlight to access the Operation Green Light for Veterans County Toolkit.
- Use the County Toolkit template to pass a resolution declaring your county's participation in Operation Green Light for Veterans.
- Coordinate with your county Director of Facilities or Building & Grounds to light municipal buildings in green. Options include using projections, flood lights or green filters for existing lights.
- Use the templates and social media resources in the County Toolkit to promote the campaign to local press, businesses, county residents and Members of Congress.
- Upload details about your county's participation through the form included in the County Toolkit.
- Encourage individuals, businesses and community partners to show support by turning on a green light from November 6 to November 12!
- Support veterans year-round by purchasing supplies from veteran-owned businesses on Amazon Business at www.amazon.com/veteran-owned.

*Scan the QR code for more
about Operation Green Light,
including a county toolkit.*



AMAZON IS PROUD TO SUPPORT OPERATION GREEN LIGHT

Amazon values the unique skills and experience that the military community brings and we've pledged to hire 100,000 veterans and military spouses by 2024.

Military Community Outreach

We are committed to making Amazon the most military-friendly company in the world by leveraging our diverse resources and technology to solve critical problems. We focus on supporting disabled veterans, mental health, suicide prevention, military families and urgent needs – like homelessness and food insecurity – around the globe.

World-Class Veteran & Military Spouse Recruiting

Veterans and military spouses in your community can learn more about career opportunities at Amazon by attending a Global Military Affairs webinar where they can engage with recruiters directly.

Visit amazonmilitarywebinarseries.splashthat.com to join an upcoming webinar.

Corporate Leader In Veteran & Military Spouse Retention

We offer veterans the Military Mentoring Program, a network of support and tailored training experiences to assist in their transition from the military, another company or the academic environment.

Visit amazon.jobs/military to learn more.

COUNTIES MATTER FOR VETERANS

County Veteran Service Officers (CVSOs) in 29 states are responsible for successfully processing more than \$52 billion in compensation, pension, health care and other benefits for veterans each year.

Counties across the nation operate Veterans Treatment Courts, through which we can connect justice-involved veterans with programs and benefits that can treat underlying mental health and substance abuse conditions.

Counties support veterans' access to stable housing, employment and education and critical mental health services that treat trauma and prevent suicide.



CASS COUNTY BOARD OF COMMISSIONERS

R-###-23

A RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of Cass County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces;

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens;

WHEREAS, Cass County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all;

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year;

WHEREAS, approximately 200,000 service members transition to civilian communities annually;

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future;

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life;

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service;

WHEREAS, the National Association of Counties encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Cass County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Cass County hereby declares from October through Veterans Day, November 11th, 2023, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service.

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Cass County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

ADOPTED THIS 5TH DAY OF OCTOBER 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Budget Committee

REQUEST:

Discussion on the creation of a Budget Committee

BACKGROUND:

Commissioner Lee spoke with me and requested that a discussion be held during the COW centered on exploring the creation of a Budget Committee. I believe that the idea would be to look at setting that up as a Standing Committee of the Board of Commissioners. From my understanding, the idea would be to start looking ahead to future fiscal year budgets earlier and forming a group of Commissioners to discuss budget-related matters earlier in the process and work together with the Administration Office and Elected Officials in charting out anticipated changes or new initiatives that may be coming in future years.

As such, please discuss your thoughts on this subject and determine any possible outcome the BOC may wish to pursue. If a Standing Committee were desired, we would look to craft a resolution to establish the Budget Committee and any parameters surrounding out, so we would need to iron out those details to be able to prepare a resolution. Based on the feedback, the resolution could then be brought to the COW for final consideration in October.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

N/A

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Hold a discussion regarding the creation of a Budget Committee and determine if the BOC would wish to do that and the structure of how that might be composed. If that route is desired, a resolution would be prepared for consideration at the following COW for final review.



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Congressionally Directed Spending /USDA Grant

REQUEST:

Approve for the Grant Agreement to be moved to a Regular or Special Meeting when received.

BACKGROUND:

As requested, we are providing preliminary notice that the Congressionally Directed Spending Grant for the Historic Courthouse through the USDA has received the green light to go forward. This will provide \$1.5 million in funding for the renovation project. We have not received the final grant agreement yet but am providing notice that this is forthcoming and may require quick action upon receipt.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

The Grant will provide \$1.5 million in funding towards the Historical Courthouse Renovation Project to be utilized in conjunction with the already appropriated funding from the County.

RECOMMENDATION:

Approve for the USDA Grant to be added to the agenda of a Regular or Special Meeting when received to ensure the ability to meet time deadlines.



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Interagency Facilities Agreement

REQUEST:

Approve for Interlocal Service Agreement for Facilities Maintenance Services be added to the October 5th Regular Meeting.

BACKGROUND:

In 2022, the County embarked upon an ambitious plan in partnership with the Road Commission, Medical Care Facility, and Council on Aging to share costs and integrate some facilities maintenance functions. The Facilities Director at the County was hired with this goal in mind and in the year since the program started, we have seen a lot of great feedback from our partners as well as significant savings and reduced reliance on outside contracts across the board for HVAC, Plumbing, and Mechanical Services.

The time has come to renew the agreement for the upcoming year. Largely, the agreement is structured the exact same way with a few changes. The hourly rate was adjusted slightly to correspond to wages/benefits and a mileage rate was added for instances when County vehicles would need to be used for picking up parts/supplies outside the County in an emergency where traditional ordering methods won't suffice.

Finally, with the new agreement comes the addition of a new partner in the Woodlands Behavioral Healthcare Network. We had envisioned all 4 entities being involved originally, but also understood the need to ensure we took our time to implement the program and ensure things were running smoothly before growing too quickly. At this point, we are ready for the addition of a new partner.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration, Facilities

FINANCIAL ANALYSIS:

The agreement provides an updated total. The participating entities would see a \$15.00 increase per hour from the prior year as well as mileage charges, where applicable, equivalent to the IRS Reimbursement Rate.

RECOMMENDATION:

Approve for the Interlocal Service Agreement for Facilities Maintenance Service be added to the Consent Agenda of the October 5th Regular Meeting.

INTERLOCAL SERVICES AGREEMENT BETWEEN THE COUNTY OF CASS, CASS COUNTY MEDICAL CARE FACILITY, CASS COUNTY ROAD COMMISSION, CASS COUNTY COUNCIL ON AGING, AND WOODLANDS BEHAVIORAL HEALTHCARE NETWORK TO SHARE THE COST OF CERTAIN FACILITIES MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is entered into as of this _____ day of October 2023 by and between the County of Cass, Cass County Medical Care Facility, Cass County Road Commission, Cass County Council on Aging, and Woodlands Behavioral Healthcare Network.

WHEREAS, the County of Cass, Cass County Medical Care Facility, Cass County Road Commission, Cass County Council on Aging, and Woodlands Behavioral Healthcare Network desire to integrate certain facilities maintenance services; and

WHEREAS, this integration allows all participating entities to avoid duplication of said services and realize cost savings through reduced reliance or usage of outside contractors; and

WHEREAS, Cass County, the Cass County Medical Care Facility, Cass County Road Commission, Cass County Council on Aging, and Woodlands Behavioral Healthcare Network desire to share the costs for facilities maintenance services.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein the parties hereto agree as follows:

A. Services to be Performed

1. The Interagency Facilities Director shall provide maintenance services to the Cass County Medical Care Facility, Cass County Road Commission, Cass County Council on Aging, and Woodlands Behavioral Healthcare Network pursuant to and in accordance with Facility Maintenance Services (Exhibit A) incorporated by reference into this agreement and made a part thereof.
2. Each participating entity shall provide, at its own expense, all parts or supplies required for the performance of services to be provided under this Agreement. In any case where work may necessitate the County procure any parts or supplies, the cost of said parts or supplies shall be invoiced to each participating entity monthly.

B. Cost Allocation

1. For the purposes of this agreement, Cass County shall be the employer of record for the Interagency Facilities Director.
2. All other participating entities shall be billed for services provided at a cost of \$105.00 per hour with a ½-hour minimum charge per service call. Invoices for service shall be issued monthly to all participating entities.
3. All other participating entities shall also be billed mileage at the current IRS Mileage Rate for any required travel outside Cass County for the procurement of parts/supplies where traditional ordering is not feasible due to emergency.

C. Insurance

1. The County shall provide insurance coverage as required by this paragraph. Workers Compensation and Employer Liability: statutory requirements and employer liability with limits of \$1,000,000. Commercial General Liability: at least \$1,000,000 for each occurrence of Bodily Injury/Property Damage and \$2,000,000 aggregate.

D. Term and Termination

1. The Cass County Interagency Facilities Director shall commence performance of the services and obligations under this agreement on _____ and shall continue until September 30, 2024. This agreement may be renewed, and cost allocation adjustments made twice annually. Any cost allocation adjustments must be approved by all participating entities to this agreement.

2. Any party to this agreement may terminate their participation in this agreement by providing the County a 90-day written notice.
3. In the event of termination by any party, this Agreement shall remain in effect for all remaining signatories of this Agreement.

E. Modifications of Agreement

1. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

F. Disregarding Titles

1. The titles of the paragraph set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

G. Invalid Provisions

1. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

H. Certification

1. The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign on behalf of said parties and that said parties have authorized this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

Jeremiah Jones, Chair
Cass County Board of Commissioners

Date

Christian Lutes, CEO
Cass County Medical Care Board

Date

Robert Thompson, Managing Director
Cass County Road Commission

Date

Marty Heirty, CEO
Cass County Council on Aging

Date

John Rudell, CEO

Date

**Facility Maintenance Services
(Exhibit A)**

1. Heating, Ventilation, and Air Conditioning

- a. Assessment and inspection of all HVAC equipment.
- b. Preventative maintenance of HVAC Equipment.
- c. Maintenance and service for repairs of HVAC equipment.
- d. Installation and/or replacement of HVAC equipment.
- e. Consultation on capital investment and planning for HVAC equipment and related systems.

2. Mechanical

- a. Assessment and inspection of all mechanical systems.
- b. Preventative Maintenance of all mechanical systems.
- c. Maintenance and service for repairs of mechanical systems.
- d. Installation and/or replacement of mechanical systems.
- e. Consultation on capital investment and planning for mechanical equipment and related systems.

3. Plumbing

- a. Assessment and inspection of plumbing systems.
- b. Preventative maintenance of plumbing systems.
- c. Maintenance and service for repairs of plumbing system.
- d. Installation and/or replacement of plumbing parts or components as needed.
- e. Consultation on capital investment and planning for plumbing equipment and related systems.

4. General Maintenance and Service

- a. Provide support to the maintenance staff of each participating entity regarding general maintenance of each facility and aid in resolving problems or issues as they may arise.
- b. Training for maintenance staff or participating entities, as needed, to assist in skill development.



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Interagency Marketing & Communication Services Agreement

REQUEST:

Approve for Interlocal Services Agreement for Marketing & Communications Services be added to the October 5th Regular Meeting.

BACKGROUND:

We have discussed our existing work with our County partners on Interagency Facilities and IT. Recently, we were approached by the Medical Care Facility regarding another possible integration that they were seeking. Attached you will find an Interlocal Agreement for Marketing & Communications Services. The MCF is seeking assistance in Branding/Marketing, Press Releases, Media Relations, and Website/Social Media Management.

As much as possible, I believe that it makes sense for all our County Partners to explore all the avenues we may have to consolidate services where it makes sense and find pathways for cost savings. In this case, we believe the Medical Care Facility will be able to receive a higher quality service than they are currently receiving and see a cost-savings. Additionally, the County would see an increase in revenues of approximately \$24,000.00 and provide valuable assistance to the Medical Care Facility.

I believe this is a win-win scenario that results in positive outcomes for both entities. I would further note that the Medical Care Facility Board has already approved the draft agreement. If the Board of Commissioner approves the agreement, we will have everything in place to get started.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration, Medical Care Facility Board

FINANCIAL ANALYSIS:

The Interlocal Agreement would bring additional revenues of \$24,000.00 annually for the Marketing/Communications services.

RECOMMENDATION:

Approve for the Interlocal Agreement for Marketing & Communications Services be added to the Consent Agenda of the October 5th Regular Meeting.

INTERLOCAL SERVICES AGREEMENT BETWEEN THE COUNTY OF CASS AND CASS COUNTY MEDICAL CARE FACILITY TO SHARE THE COST OF CERTAIN MARKETING & COMMUNICATION SERVICES

THIS AGREEMENT ("Agreement") is entered into as of this _____ day of October 2023 by and between the County of Cass and the Cass County Medical Care Facility.

WHEREAS, the County of Cass and Cass County Medical Care Facility desire to integrate certain marketing and communications services; and

WHEREAS, this integration allows all participating entities to avoid duplication of said services and realize cost savings through reduced reliance or usage of outside contractors; and

WHEREAS, Cass County and the Cass County Medical Care Facility desire to share the costs for marketing and communications services.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein the parties hereto agree as follows:

A. Services to be Performed

1. The Marketing & Communications Manager shall provide marketing and communications services to the Cass County Medical Care Facility pursuant to and in accordance with Marketing & Communications Services (Exhibit A) incorporated by reference into this agreement and made a part thereof.
2. The Cass County Medical Care Facility shall provide, at its own expense, all supplies required for the performance of services to be provided under this Agreement. In any case where work may necessitate the County procure any supplies, the cost of said parts or supplies shall be invoiced monthly.

B. Cost Allocation

1. For the purposes of this agreement, Cass County shall be the employer of record for the Marketing & Communications Manager.
2. All other participating entities shall be billed for services provided at a cost of \$2,000.00 per month. Work exceeding 40 hours per month will be billed at \$50.00 per hour. The Marketing and Communication Manager will provide monthly reports detailing projects worked and progress made. Invoices for service shall be issued monthly to all participating entities.

C. Insurance

1. The County shall provide insurance coverage as required by this paragraph. Workers Compensation and Employer Liability: statutory requirements and employer liability with limits of \$1,000,000. Commercial General Liability: at least \$1,000,000 for each occurrence of Bodily Injury/Property Damage and \$2,000,000 aggregate.

D. Term and Termination

1. The Cass County Marketing and Communications Manager shall commence performance of the services and obligations under this agreement on _____ and shall continue until September 30, 2024. This agreement may be renewed, and cost allocation adjustments made twice annually. Any cost allocation adjustments must be approved by all participating entities to this agreement.

2. Any party to this agreement may terminate their participation in this agreement by providing the County a 90-day written notice.
3. In the event of termination by any party, this Agreement shall remain in effect for all remaining signatories of this Agreement.

E. Modifications of Agreement

1. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

F. Disregarding Titles

1. The titles of the paragraph set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

G. Invalid Provisions

1. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

H. Certification

1. The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign on behalf of said parties and that said parties have authorized this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

Jeremiah Jones, Chair
Cass County Board of Commissioners

Date

Vicki Vaughn, Chair
Cass County Medical Care Board

Date

Marketing & Communication Services (Exhibit A)

1. Branding & Marketing

- a. Maintain strong brand already established by CCMCF.
- b. Develops key messages, press releases, social media, website content, print and electronic communication.
- c. Design marketing materials (flyers, social posts, brochures, reports, presentations, web graphics, advertisements, etc.), adhering to CCMCF's style and branding guide.
- d. Provide oversight and direction for digital communications, including website, e-newsletters, and social media.

2. Messaging & Copywriting

- a. Anticipates media responses, prepares spokesperson(s) accordingly and advises responses from CCMCF to media inquiries.
- b. Proactively communicate with media outlets and journalists about upcoming programming, new services or changes in service, and other newsworthy information.
- c. Draft press releases and/or informational bullet points following important events.
- d. Assists with copywriting tasks needed for anyone requesting help.

3. Web & Social Media Management

- a. Maintain and document all changes made to CCMCF website.
- b. Generate content for website and social media — through writing, photography, graphic design, and/or video — with the goal of informing the community and soliciting new patients.
- c. Tracks web usage and statistics, develops ways to increase traffic.
- d. Build CCMCF's presence on social media platforms.
- e. Research and implement new strategies to obtain the goals and objectives of CCMCF.



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Remonumentation Contract Revision

REQUEST:

Approve for revised Remonumentation Contract be added to the October 5th Regular Meeting.

BACKGROUND:

Annually, the County contracts with survey providers under the Remonumentation Grant Program. The original contracts were approved at the March 16th Special Meeting. Recently, one of the surveyors changed firms and, as such, a revision to the contract is necessary to reflect this change. We have already checked with the State of Michigan to ensure this was acceptable and we were notified that it did not create any issues. Attached, you will find the revised contract changing Abonmarche Consultants, Inc. to Driesenga & Associates, Inc. That is the only change in the revised agreement.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

GIS, Administration, State of Michigan

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for revised Remonumentation Contract be added to the Consent Agenda of the October 5th Regular Meeting.

**CASS COUNTY
MONUMENTATION/REMONUMENTATION PROGRAM**

**REVISED
AGREEMENT**

This agreement is entered into by and between:

Cass County
120 N. Broadway – Suite 218
Cassopolis, MI 49031

And

~~**Abonmarche Consultants, Inc.**~~
Driesenga & Associates, Inc.

the terms and condition of which are as follows:

DEFINITIONS

As used in the Contract:

- County Representative – shall mean the County Surveyor, elected or appointed, with Cass County according to the requirements set forth in Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
- Grant Administrator – shall mean a person appointed by the County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a Survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant(s).
- Grantee – shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
- Grantor – shall mean the Cass County Board of Commissioners and the State of Michigan.
- Job Assignment – shall mean a specific Government Corner to be monumented under the terms of the Agreement.
- Peer Group – shall mean not less than three non-associated Surveyors appointed by the County Representative whose duty is to review all data on Government Corners and act as advisors for ratification of corner locations.

SAFETY

The Grantee shall provide current documentation of insurance for property damage in the amount of \$100,000 worker's compensation, and vehicle coverage in the amount of \$100,000/\$300,000 while working for Grantor. The insurance shall cover interests of all parties to this Agreement, and all claims which may arise out of the Grantee's operations under this Agreement.

The Grantee is responsible for insuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

TERMS

This Agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government Corner. It is required that these instructions be followed to the best of the Grantee's ability.

The Grantee must provide all pertinent research data, including maps, drawing, and field notes to other firms that are awarded contracts, and may bill costs incurred to the contracted firm. The types of records searched may include, but shall not be limited to the sources listed in the County Plan.

Upon completion of the research for a corner, the Grantee shall submit the corner for Peer Group ratification by making written request to the County Representative, accompanied by the corner-position documentation. The research data shall be organized and submitted chronologically, along with a copy of the site report. Following ratification of the corner location by the Peer Group, the Grantee shall install the standard marker as provided by the Grantor and shall file a Land Corner Recordation Certificate as required by Act 74 of the Public Acts of 1970, as amended, being sections 54.201 to 54.219(d) of the Michigan Compiled Laws.

If upon inspection it is found that Monument has been incorrectly placed (not in accordance with the Peer Group's instructions), the Grantee will reset said monument as instructed at no additional charge to the Grantor.

If it is found that a Monument has been correctly placed (in accordance with the Peer Group's instructions), and for some reason must be reset to make a correction, the Grantee will be paid a reasonable fee for making the change.

Unless otherwise authorized by the County Grant Administrator, the Grantee's work is to be completed and the Land Corner Recordation Certificate(s) recorded in the Register of Deeds Office, with three (3) copies of said Certificate(s) and a statement for payment of work given to the Grant Administrator no later than 120 days after the work assignment is issued. Said

statement shall be in accordance with the schedule of fees and charges outlined in this Agreement. If the Grantee fails to meet this deadline, payment may be withheld.

Payment for partial completion of contracts shall not be allowed in order to encourage timely performance of the contract.

A copy of all invoices for direct expenses incurred, such as billing by other firms for providing research data, shall be submitted at the completion of the contract. A statement for payment of work which is submitted by the end of a month shall be paid within thirty (30) days, upon approval of the Cass County Board of Commissioners.

CONTRACT COMPENSATION

The following types of work shall be compensated for:

- a. Research of existing records.
- b. Research expenses billed by other firms.
- c. Field work, including reconnaissance, excavation, traversing, witnessing, marker setting, etc.
- d. Field note reduction and computations of traverses.
- e. Clerical
- f. Peer Group meeting time presenting corners.
- g. \$30 per Document Recordation Fees, P.A. 132 and P.A. 74, as amended.

Contracts shall be on a per corner basis with a fee of \$1,750 paid per completed and recorded corner inclusive of all types of work necessary. Common corners will be further compensated the actual costs of document recordation fees.

PEER GROUP FUNCTIONS

The Peer Group shall function as an advisory board for determining the location of corners. The Grantee shall have a licensed surveyor attend the Peer Group meetings with four excused absences per year. The Grantee is responsible for bringing before the Peer Group the following:

- a. A chronological research record.
- b. Whether visible evidence is in place (pictures).
- c. Whether metallic objects were detected below grade.
- d. Conditions and topography of the area.

MISCELLANEOUS PROVISIONS

No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement or any benefit that arises therefrom. Any Monumentation Surveyor serving on the State Survey Commission is considered an exception in accordance to an Attorney General's Opinion.

The Grantee shall report to the State Contracting Officer within five days after the end of each month that this Agreement is in effect, the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

1. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Act 2 and Act 3 of the Public Acts of 1984; and
2. Are less than 62 years of age; and
3. Performed services purchased by the State under the provisions of this Agreement during the month.

No report is required for any month during which the Grantee has no employees(s) as described above assigned to work performed under the provisions of this Agreement.

DISCRIMINATION

In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the Michigan Constitution and all state laws and regulation governing fair employment practices and equal employment opportunity, the Grantee agrees that it will not discriminate against any person, employee, or applicant for employment or hire because of their religion, race, color national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

INDEMNIFICATION

The Grantee agrees to comply with the following indemnification clause:

To the extent that liabilities, obligations, damages, claims, costs, charges and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify Cass County and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed on the Grantee.

TERMINATION

The Grantor, or the Grantee, may terminate this Agreement at any time in whole or in part by the delivery of a "Notice of Termination" to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or in part is no longer required because of identified efficiencies and/or economics. The Grantee shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the "Notice of Termination" and for those financial obligations or purchase orders authorized by the grant budget that cannot be canceled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this Agreement.

If at any time, the job assignment awarded under this Agreement is terminated by the County Grant Administrator, expenses incurred to the time of termination shall be eligible for reimbursement.

ACCEPTANCE

The performance of this Agreement shall commence upon signature from the Chairman, Cass County Board of Commissioners and shall terminate on December 31, 2023.

County and the Monumentation Surveyor, by signature below, acknowledge that they have read this Agreement, understand it, and agree to all its terms and conditions.

Accepted:

CASS COUNTY
BOARD OF COMMISSIONERS

By _____
Chairperson

By _____
County Clerk

Date _____

Accepted:

Matt Driesenga - DRIESENGA
Surveyor / Company

By MATTHEW REWICK

Title SURVEY GROUP MGR.

Witness Alan E. Hall

Date 9/13/2023

Erika Espeland, Grant Administrator
Cass County Survey and Remonumentation Program
120 N Broadway, Suite 218
Cassopolis, MI 49031

Dear Ms. Espeland:

Attached is a signed contract for the 2023 Cass County Monumentation/Remonumentation Program. Below are the corners that we are submitting a bid of \$1,750.00 each; \$12,250 for the 7 corners. This bid includes the research, field investigation, and setting of the monument and recording of the documents and other necessary tasks as identified in the contract. The corners to be completed include:

Township	Range	Corner ID
5S	14W	A12
5S	15W	M12
5S	15W	I05
5S	15W	I06
5S	15W	J05
5S	15W	K05
5S	15W	K06


Signature



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Solar and Wind Development Siting

REQUEST:

Approve for Resolution Opposing Any Legislation Preempting Local Control for Solar and Wind Developments be added to the October 5th Regular Meeting.

BACKGROUND:

The Governor has proposed that the Michigan Public Service Commission be the sole regulating authority for solar and wind projects. If this authority were granted, local control would be preempted. Should that occur, a County, township, city, or village would be unable to determine the location, size, setbacks, decibel level, or any other criteria for a solar or wind facility. It would also restrict local control over determining requirements for construction, operation, use, or maintenance of said facilities. The attached resolution is consistent with the position of the Michigan Association of Counties and would show Cass County's support in ensuring that local control over solar and wind development is not preempted and remains intact.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Approve for Resolution Opposing Any Legislation Preempting Local Control for Solar and Wind Developments be added to the Consent Agenda of the October 5th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-###-23

A RESOLUTION OPPOSING ANY LEGISLATION PREEMPTING LOCAL CONTROL FOR SOLAR AND WIND DEVELOPMENTS

WHEREAS, Executive Directive 2020-10 aims to achieve 100 percent carbon neutrality in Michigan by 2050;

WHEREAS, industry leaders have pledged to reduce carbon emissions to help achieve this goal;

WHEREAS, efforts to expand renewable energy projects will continue to increase in this state;

WHEREAS, the governor has proposed the Michigan Public Service Commission be the sole regulating authority for solar and wind projects to expedite these efforts;

WHEREAS, by granting the Michigan Public Service Commission this authority, local control will be preempted;

WHEREAS, should local control be preempted, a county, township, city, or village would be unable to determine the location, size, setback distance, decibel level or any other criteria for a solar or wind facility;

WHEREAS, should local control be preempted, a county, township, city, or village would be unable to determine requirements for construction, operation, use, or maintenance of a solar or wind facility;

WHEREAS, if a county already has a solar or wind policy, practice, regulation, rule or ordinance on record it would be null and void;

WHEREAS, all other types of energy facilities, while regulated by the Michigan Public Service Commission, must adhere to local zoning;

WHEREAS, this proposal grants far more regulating authority to the Michigan Public Service Commission than for any other energy source; and

WHEREAS, the Michigan Association of Counties opposes any legislative action that may grant the Michigan Public Service Commission this power.

NOW, THEREFORE, BE IT RESOLVED that Cass County opposes the pre-emption of local control in solar and wind siting and zoning.

ADOPTED THIS 5TH DAY OF OCTOBER 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccsso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

October 15, 2023

From: Richard J. Behnke, Sheriff *RS*
To: Matthew Newton, County Administrator

Greetings:

This memo is in response to your request for a memo about pay consideration for the patrol division of the Sheriff's Office. One question you asked is about the Sergeants which should be considered. After reviewing the comparable wages and the current wage of the Sergeants, their pay is appropriate and does not need adjusting. It should be noted that some members of the Board of Commissioners want to look at Corrections Officers and Dispatchers. After comparing their wages with other counties, their compensation is in line. The one difference is that our staff has a DC pension while most comparable counties have a DB pension. Usually those that have a DC pension are compensated with higher wages.

I have included some of the information that I have already shared with you and the members of the BOC concerning the Road Deputy wages.

Hourly Wage

Pokagon Band:	\$32.38
Ontwa Township:	\$32.05
City of Dowagiac (10/2/23):	\$30.94
CCSO 1/1/2023:	\$29.47
Village of Cassopolis:	\$27.89

Pension

Dowagiac still has a B3 Pension with COLA and limited health insurance benefit.
CCSO has a B3 with a trigger that forces a DC which is traumatic in our bargaining power.
Pokagon has a B4 Pension with 25 and out.
Ontwa Township has a DC Pension with 10% match (verbal from chief)

Vacation

Dowagiac changing to weekly vacation earning instead awarding on anniversary. This makes them more attractive to transfers and new hires because they get time accrual the first pay period where our people have to wait 365 days to use any vacation. Not more time just a different way to accrue and use.

The Pokagon Band do the same thing but they also include Personal and Sick Time accrual on a pay period basis. Something to consider.

The Cass County Sheriff's Office, recognizing its commitment of service to all citizens, will provide professional law enforcement and crime prevention in accordance with the highest possible standards of integrity and fairness.

Traditionally, the Sheriff's Patrol Deputies have been at or near the top of local comparable wages. Local departments have given their officers higher wage increases to be more competitive with local agencies as well as agencies outside of Cass County. I mention the pension differences. While the deputies currently have a defined benefit pension, they have a trigger that can take them to defined contribution pension. This trigger has made many deputies anxious about their future. Many have purchased service credit to retire sooner, and many have already left the department. Most told me that they would not have purchased the service credit and run the "normal" route through retirement had the trigger not been put in place. I have had seven people retire so far this year and four have purchased service credit to retire early. Three of these have moved on to other law enforcement agencies. Since the trigger was initiated, I have had five deputies leave to seek other law enforcement employment that had, in their opinion, better retirement and wage options.

I have included the way we calculate vacation time in this information. Some other agencies have changed the accrual to a pay period option instead of annual. This allows employees to accrue time off sooner. This makes the ability to transfer more attractive. When someone transfers, they sometimes must wait to accrue vacation and sick time. By allowing them to accrue using biweekly payroll they have a chance to use time off before waiting a year. This makes it more palatable to leave a job where they have accrued time off at their current employer. I am seeing this as a trend in agencies to make their vacant positions more attractive.

The last thing you asked me to share my thoughts on what I would recommend or request. In some conversations with a few commissioners, I was under the impression this would go to a salary committee to discuss further. There are many moving parts that should be examined more closely. I have seen agencies approach this in different ways. I am also not sure if the commissioners understand what the pension trigger means. I am not sure I understand exactly how it kicks in. This may need to be examined at the committee level.

In the past we had discussed an additional 2% in each remaining year of the contract, which still would not reach the goal. There are other possible approaches to this as annual increase, to lump one-time increases, annual bonuses, etc. To get back to the top of the scale would take a one-time increase of 9%. My suggestion is increasing the wages by 9%, or removing the pension trigger.

Thank you for the opportunity to discuss this employee recruitment and retention issue.



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: MIDC/Grant Discussion

REQUEST:

Discussion on MIDC and county-wide grants.

BACKGROUND:

Commissioner Howie requested that a follow-up discussion be held as it pertains to MIDC and county grants, in general. Please feel free to discuss and/or ask any questions that may be necessary to explore the topic.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Discuss MIDC and County-wide grants as requested.