

Terry VanAlstine, Chairman

Thursday, March 7, 2024 @ 10:00 a.m.

Antrim County Building, 2nd Floor, Board of Commissioners Room 203 East Cayuga, Bellaire, MI 49615 *If you require auxiliary aid assistance, contact (231)533-6265

Public Can Observe Virtually Through:

Facebook Livestream

https://www.facebook.com/AntrimCountyMI/

CALL T	O ORDI	ER:
1.	Openin	ng Exercises or Ceremonies
2.	Roll Ca	
3.		Comment
		omment is welcome and encouraged. All individuals who wish to speak in person during public comment will be
		to do so. Any member of the public speaking under the privilege of "Public Comment" may speak no longer than minutes. A group of individuals who wish to present a specific point of view may designate a spokesperson for
		he Board Chair may allow additional time. At this time, public comment must be given in person.
4.		val of Agenda2
5.		val of <u>February 15, 2024 Minutes</u>
6.	Comm	unications/Notices
7.	Liaison	Reports/Committee Reports (as needed)
8.	Old/Ur	finished Business
9.	New B	usiness
	A.	Claims and Accounts
	В.	Chairman Appointments – Veterans Affairs Committee
	C.	Sheriff's Office
		 MADD Award Presentation: Deputy Bradley Martin
		2. Inmate Health Services Agreement – Jail Nurse
	D.	13 th Circuit Court – Full-time Employee
	E.	County Clerk – Budget Amendment: Furniture Purchase
	F.	Antrim County Transportation
		1. FY2025 Resolution of Intent
		2. FY2025 Contract Certification
	G.	Antrim Conservation District – ERG Household Hazardous Waste Services Agreement
10.	Appoin	tments/Annual Reports
	A.	Annual Reports
		 Glacial Hills Natural Area – Curtis Meyers (10:30)
	В.	Appointments
11.	Report	s41
	A.	County Administrator Report
	В.	Finance Director Report
	C.	Chairman Report

12.

13. 14. Various Matters
Public Comment

Adjourn



Memorandum Administration Office

TO: Board of Commissioners
FR: Jeremy Scott, County Administrator
RE: Approval of Agenda, Minutes

You should have received your agenda packet via electronic communication on February 28. If there are no changes or additions to the agenda, please consider the following action:

Motion by ______ and seconded by ______ to approve the agenda as presented.

You also received an electronic set of meeting minutes from the February 15, 2024 regular meeting. If there are no corrections to those minutes, please consider the following actions:

Motion by ______, seconded by ______ to approve the minutes of

the February 15, 2024 regular meeting as presented.



$Memorandum \\ Administration \ Of fice$

	Motion by Accounts in the amount	and seconded by of \$	to approve Claims and
Please	consider the following act	tion:	
TO: FR: RE:	Board of Commissioners Jeremy Scott, County Adm Claims & Accounts	ninistrator	
March	7, 2024		
N 4 = = l=	7 2024		



Antrim County Memorandum

March 7, 2024

TO: Board of Commissioners

FR: Jeremy Scott, County Administrator RE: Chairman Committee Appointment

Veterans Affairs Committee

Roger Simon has resigned his seat on the Antrim County Veterans Affairs Committee. Per the "Appointment Process for Boards, Commissions, and Committees" that was adopted by the Board in 2019, the Board received copies of the interest notices 2 weeks prior to the meeting at which the appointment is to be made. Additionally, this vacancy was advertised in the Elk Rapids News and the Antrim Review, sent to each of the 15 townships and 5 villages, posted to the County website and Facebook. Additionally, area veteran organizations were notified of the opening.

The Veterans Affairs Committee requested copies of the interest notices for consideration at their February meeting. Their recommendation to the Chair is attached.

Once the Chair has made his appointment, the full Board will need to confirm the appointment:

Motion by ______, seconded by ______, to accept the Chairman's appointment of Ronald Smith to fill the partial term expiring on December 31, 2024 on the Antrim County Veterans Affairs Committee.



ANTRIM COUNTY DEPARTMENT OF VETERANS AFFAIRS

P.O. Box 1049, Bellaire, MI 49615 (231) 533-8499 Fax (231) 533-8317

02/15/2024

MEMORANDUM FOR: Antrim County Veterans Affairs

TO: Antrim County Board of Commissioners

FROM: Antrim County Veterans Affairs Committee

SUBJECT: Committee appointee

Antrim County Veterans Affairs Committee has an open seat. We have five applicants for the open position available. During the ACVA Committee meeting the committee reviewed and voted on recommending **Ronald Smith** for the open position. We respectfully request the Commissioners support in appointing the well qualified member to the Antrim County Veterans Affairs Committee.

Brandon Corbin

Brandon Corpin

Director, Antrim County Veteran Affairs

Attachments:

Application & DD-214 for Ronald Smith



Action Request to Board of Commissioners

Meeting Date: March 7, 2024

Department: Sheriff's Office

Submitted By: Sheriff Kevin Hoch

Agenda Item: Inmate Health Services Agreement

1. Action Request/Suggested Motion

Authorize the Antrim County Sheriff to execute inmate health services agreements for a part time correctional facility nurse.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

Sheriff Kevin Hoch is requesting authority to execute the contract for inmate health services with the current contractual jail nurse, Mrs. Phyllis Bertram, for 2024. The contract with Mrs. Bertram is for filling in when the fulltime nurse is on vacation or otherwise unavailable. The contract also requires the County to reimburse Ms. Bertram in the amount of \$398 for the premium for general and professional liability insurance to cover the Nurse for her responsibilities contained in the agreement. This is a change from \$383 for 2021.

Mrs. Bertram is essentially on call and is paid by the contract hour.

3. Goal - Why the action is necessary; What is the specific target or outcome desired?

The goal is to provide the statutorily required medical services in the Antrim County jail at the lowest cost possible in such a way that limits liability on the County to the extent possible.

4. Financial – Budget-related information

This has been budgeted for FY2024, includes an hourly payment of \$25 per hour of service and reimbursement of \$398 for general and professional liability insurance.

5. Legal Review

Same agreement as previously reviewed.

6. Po	licy	Imp	licati	ions
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n/a

7. Plan – Timeline with who, what, where, and how

The agreement is for the 2024 budget year.

8. Alternative Plan – What are the implications if failure to approve?

9. Attachments Included

Contract agreement

Inmate Health Service Contract Correctional Facility Nurse Contract

Antrim County Sheriff Department, P.O. Box 568, Bellaire, Michigan 49615

Department: Sheriff's Department – JailDivision

Contractor: Address:

Antrim County and the Contractor agree to:

A contract between the County of Antrim ("County") and ("Nurse") to provide medical services for the inmates of the Antrim County Jail located in Bellaire, Michigan, and operated by the Antrim County Sheriff's Office ("Sheriff's Office") on the terms and conditions herein set forth:

1. Duration:

This contract shall remain in existence for the term of 1 year commencing on January 1, 2024, and termination on December 31, 2024, subject to prior termination as provided by the agreement.

2. Facilities:

The County shall provide the Nurse sufficient space and office equipment for the Nurse and his/her staff for the purpose of providing inmate nursing care, and shall provide certain medical equipment to the Nurse as required and subject to negotiation and consultation on medical equipment requirements between the parties. The County and the Sheriff's Office shall, at its expense, furnish the Nurse with ordinary janitor and in house messenger service, laundry, gas, heat, water, and electricity for lights and power as may be required. The County shall also, at its expense, keep and maintain in good order and repair, any medical equipment purchased by the County. The nurse shall use no part of the nurse office or other premises at any time for general nursing practice, except to the extent allowed in this contract.

The County shall also purchase, at its expense, medical drugs, prescriptions, and medical supplies, which the Nurse may require.

3. Personnel:

The County shall contract directly with the registered nurse, with recommendation and approval of the Sheriff, to assist the Physician in his duties and additional trained personnel as needed to provide the care outlined in this agreement. The Physician exclusively supervises the registered nurse and any additional trained personnel.

4. Hours of Work:

On-call availability.

Cover up to 3 weeks of vacation for full-time nurse.

On call 24/7 when covering for nurse.

Work as scheduled one day a month for upkeep and training.

On-call as needed for full-time nurse and unexpected emergency.

Monday thru Friday 8:00 AM to 4:00 PM.

5. <u>Duties / Job Description</u>:

The nurse shall perform such duties as are customarily performed by a nurse and that are consistent within nursing training.

6. Compensation:

The Nurse shall be compensated under the terms of the contract by the County on a biweekly basis at a rate of **\$25.00** per hour for 2024 services rendered pursuant to the agreement.

The Nurse shall be paid \$398.00 upon execution of this contract.

7. Insurance:

A. The Nurse shall carry medical professional liability practice insurance in the amount of \$1,000,000.00/\$6,000,000.00 per year. The adequacy of the nature, and coverage of any such insurance shall be reviewed by the County and the Nurse, and shall be further determined by availability of such insurance.

8. Unavailability:

A 72-hour notice will be given to the full-time nurse.

9. Other Employment:

The Nurse shall not be restricted from the engagement of his/her services as a nurse for others, apart from the duties contained in the agreement.

10. Termination:

Termination of this agreement by the County may be for:

- 1. Default by the Contractor, or
- 2. Lack of a further need for the service. Default is defined, as the failure of the contractor to fulfill the obligations of the contract, and in this case, cancellation may be immediate. In the event the County no longer needs the services specified in this contract due to program changes, changes in laws, rules or regulations, relocation of office, or lack of funding, the County shall cancel this contract by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

11. Modification:

No waiver or modification of the duties or covenants contained in the agreement shall be valid unless executed in writing by all parties. The provisions of this paragraph may not be waived except as provided by this paragraph.

12. Dispute Resolution:

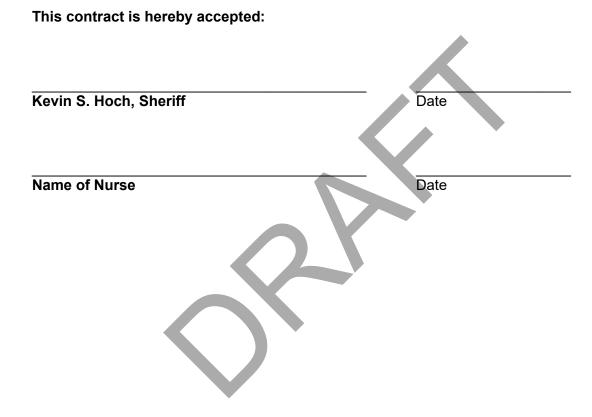
Any disputes concerning the terms, applications, or interpretations of this agreement shall be resolved by a court of law in Antrim County.

13. Choice of Law:

This agreement and its performance shall be construed in accordance with, and governed by, The Laws of the State of Michigan.

14. Signatories:

The Signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.





Action Request to Board of Commissioners

Meeting Date: March 7, 2024 @ 6PM

Department: 13th Circuit Court

Submitted By: Trina Girardin, Circuit Court Administrator

Agenda Item: Additional 1 FTE

1. Action Request/Suggested Motion

The 13th Circuit Court is requesting the board to consider a budget amendment to alter our staffing plan. We have requested an addition 1 FTE and have been approved by Grand Traverse County and Leelanau County.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

Please see attached memo and supporting documentation.

3. Goal - Why the action is necessary; What is the specific target or outcome desired?

Increase a Circuit Court Specialist (hybrid with a CEO) to properly manage staff workloads. Please see attached memo and supporting documentation.

4. Financial – Budget-related information

The 1 FTE position will cost Antrim County \$8,381.75 annually (\$8,340 salary + \$41.75 monthly IT costs; both at 15% cost-shared). Please see attached memo and supporting documentation.

5. Legal Review

N/A

6. Policy Implications

N/A

7. Plan – Timeline with who, what, where, and how

Increase staffing plan by 1 FTE as soon as possible to initiate cross-training.

8. Alternative Plan – What are the implications if failure to approve?

Overworked/stressed employees who will be burned out and dissatisfied with their job, ultimately, leaving the Circuit Court. Poorer case efficiency and a drop in work quality.

9. Attachments Included

PowerPoint Slideshow (including Circuit Court Specialist FTE Costs broken down by County)







13th Circuit Court

REQUEST TO AMEND STAFFING PLAN BY ADDITIONAL 1 FTE



SCAO

INTERACTIVE COURT DATA DASHBOARD

Interactive Court Data Dashboard







Clearance Rates

Case Age

Minors in the System

Child Support

Glossary
Page 12 of 45

Exclusions

Antrim County Board of Commissioners

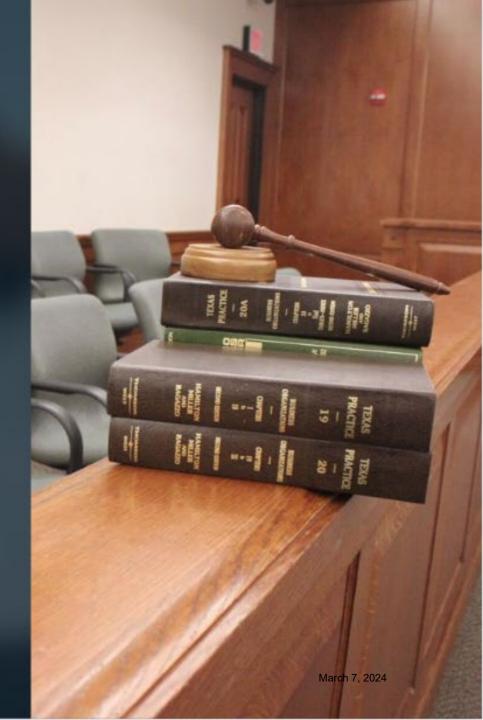


Primary 'Circuit Court Specialist' Duties

- Answer phones
- Process mail
- Process invoices
- Process new filings (motions, orders, briefs, appeals, correspondence, answers, judgments, bindovers, objections)
- Schedule/reschedule court hearings/maintain court dockets
- Dictation/Transcription
- Monitor ADR (mediation)
- Collections
- Prepare/interpret orders
- Zoom host/YouTube
- Court Record (CEO)
- SCAO reporting
- Bailiff trials

Reason for Additional Need

- Higher volume of work
- Zoom hosting / Livestreaming to YouTube
- More trials
- LCVR project
- Clean slate project
- AS400 software transition
- Scheduling orders, bailiff trials, FC/PT (Judicial staff attorney used to do them for their judge) (now only have 1 for two judges)
- Since Zoom, we no longer have cattle call motions. Attorneys are no longer noticing their own motions. We are scheduling all, creating notices, serving.
- Scheduling one Settlement Conference per day for both judges. These take a lot more coordination and time between dockets and calendars.
- Statute changes (i.e. attys are now paid hourly)
- Appeals have increased (monthly payments)
- More transcript requests
- Specific Skill Requirements (CEO & domestic)

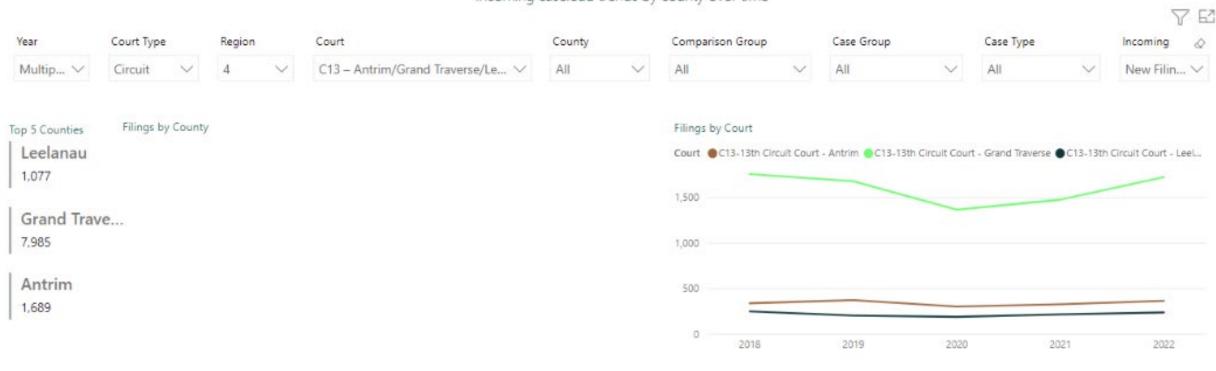


INTERACTIVE COURT DATA DASHBOARD



Incoming Caseload

Incoming caseload trends by county over time

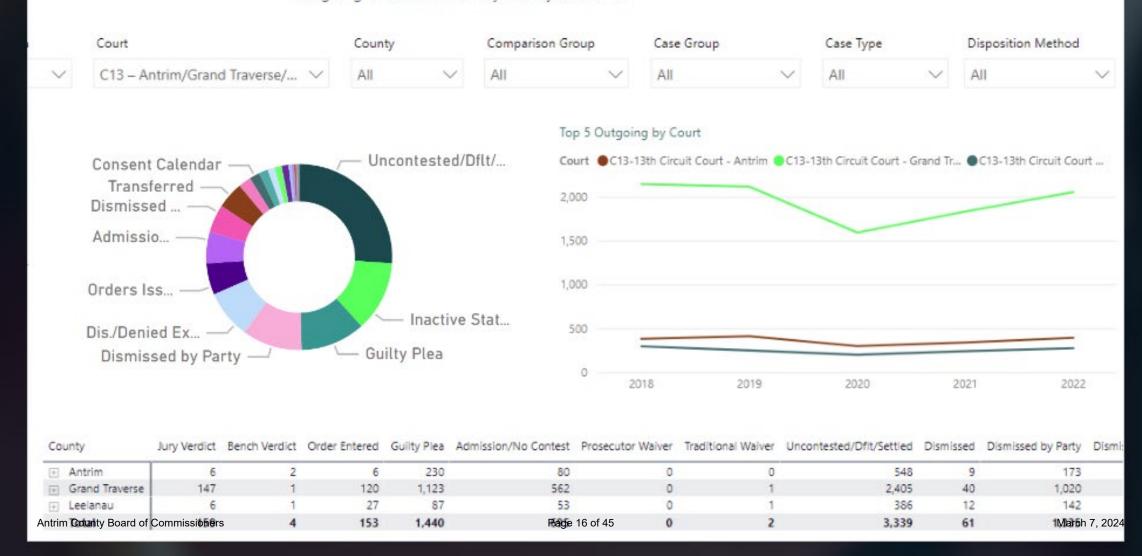


County	2018	2019	2020	2021	2022
⊕ Antrim	335	370	299	323	362
⊕ Grand Traverse	1,754	1,676	1,363	1,472	1,720
Leelanau	245	200	186	212	234
Total	2,334	2,246	1,848	2,007	2,316

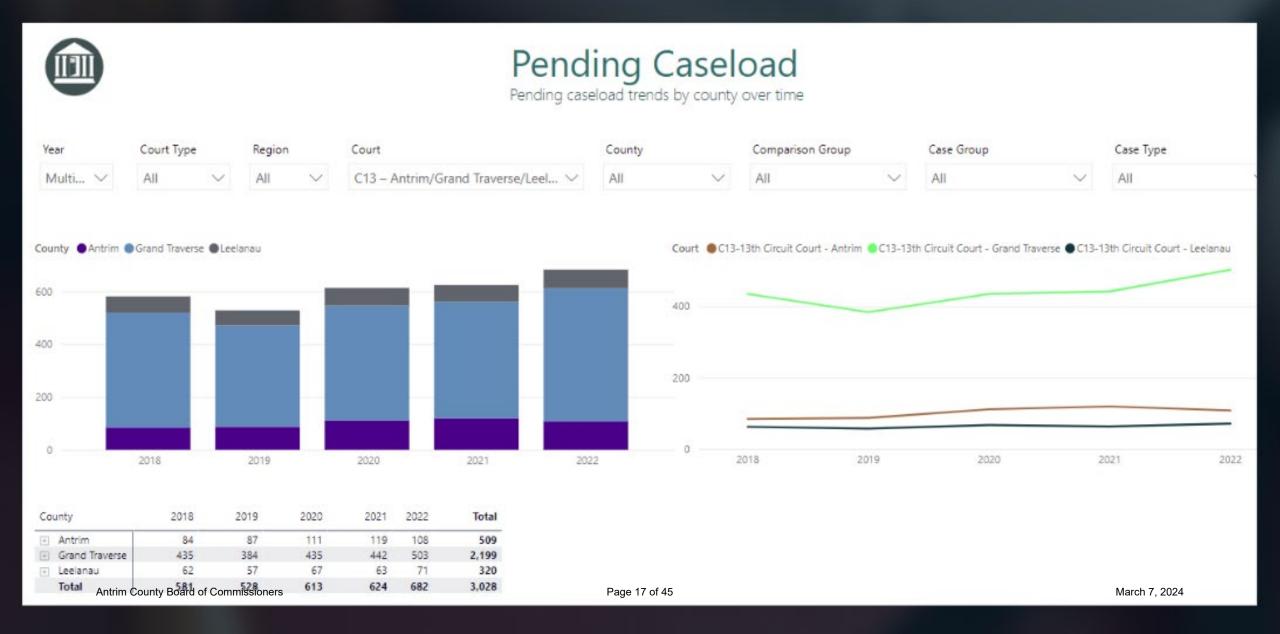
INTERACTIVE COURT DATA DASHBOARD

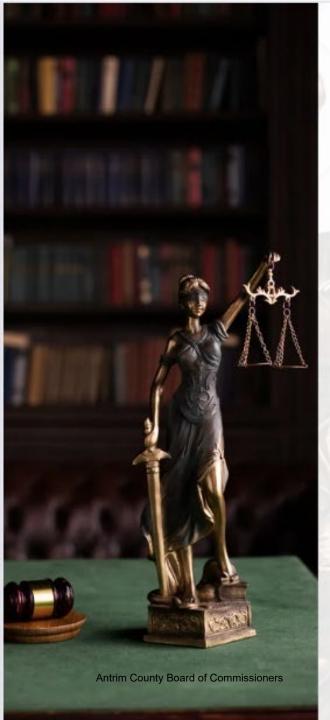
Outgoing Caseload

Outgoing caseload trends by county over time



INTERACTIVE COURT DATA DASHBOARD





PROJECTS

CLEAN SLATE - APRIL 2023

LCVR - JULY 2023

JIS - SPRING 2024

INCREASED DEMANDS PLACED ON COURTS BY SCAO

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DETRIMENTAL EFFECTS OF UNDERSTAFFING



Overworked/stressed employees=burnout & dissatisfaction

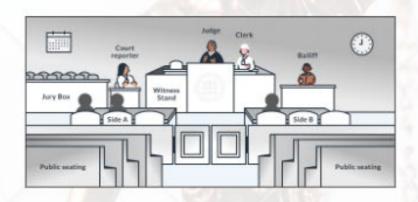


Poorer case
efficiency/ drop in
work quality/
damage to
reputation



Inefficient/waste of resources







POSITIVE IMPACT

- PILOT COURT FOR E-FILING / ONBASE
- FIRST IN THE STATE (PROBABLY NATION)
 TO CONDUCT A JURY TRIAL AFTER THE PANDEMIC
- STATEWIDE LEADER IN TIME GUIDELINES
- MODEL COURT FOR COLLETIONS PLAN,
 ADR PLAN, AND SCHEDULING ORDERS

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COST

Cost to GTC (75%): \$41,705

Cost to Antrim County (15%): \$8,340

Cost to Leelanau County (10%): \$5,560

PERSONNEL COSTS

IT COSTS

	17/4		
Circuit Court - E1			
	2024	Rate/Hour	
Salary & Wages	35,172.80	16.91	Grade E1, Step 1
Overtime			
Personal Leave	676.40		
Subtotal	35,849.20	-	
FICA	2,742.46	7.65%	
Health/Dental/Opt	14,152.00	Double coverage	
Disability	565.72		
Payment in Lieu of	-		
Life Insurance	146.16		
DC Retirement	2,150.95	6.00%	
Total	55,606.50		
Based on 2080 hours			

Circuit Court - E1	2024	
Desk Phone	\$130.00	(one time fee)
Monthly Service Charge	\$53.85	(per user)
Laptop:	\$1,300.00	(one time fee)
Docking Station:	\$213.00	(one time fee)
P-22" Monitor (\$150 ea. x2)	\$300.00	(one time fee)
Monthly Computer Service Charges	\$130.00	(per computer)
Monthly OnBase Service Charge	\$45.00	(per user)
Monthly Office 365 Service Charge	\$35.54	(per user)
Monthly Microsoft Defender Service Charge	\$4.80	(per user-all employees will have in 2024)
Monthly Adobe Pro DC Service Charge	\$9.15	(per user)
*Add 25% to total, as this is what Finance is doing to adjust charges that are unseen (like server charges that you don't see but we pay for)		
TOTAL:	\$2,221.34	
MONTHLY THEREAFTER:	\$278.34	

QUESTIONS?

13th Circuit Court

TRINA GIRARDIN
CIRCUIT COURT ADMINISTRATOR









Action Request to Board of Commissioners

Meeting Date: March 7, 2024

<u>Department</u>: Antrim County Transportation<u>Submitted By</u>: Alan Meacham, Director<u>Agenda Item</u>: FY2025 Resolution of Intent

1. Action Request/Suggested Motion
RESOLUTION # 2024 By, Seconded By
FY 2023 RESOLUTION OF INTENT
The approved resolution of intent to apply for state formula operating assistance for fiscal year
2025 under Act 51 of the Public Acts of 1951, as amended.
WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the
Antrim County Board of Commissioners (hereby known as THE APPLICANT) established under Act 94
provide a local transportation program for the state fiscal year of 2025 and, therefore, apply for state
financial assistance under provisions of Act 51; and
WHEREAS, It is necessary for the governing body, to name an official representative for all public
transportation matters, who is authorized to provide such information as deemed necessary by the
State Transportation Commission or department for its administration of Act 51; and
WHEREAS, It is necessary to certify that no changes in eligibility documentation have occurred during
the past state fiscal year; and
WHEREAS, the performance Indicators have been reviewed and approved by the governing body.
WHEREAS, THE APPLICANT, has reviewed and approved the proposed balance (surplus) budget, and
funding sources of estimated federal funds \$170,640, estimated state funds \$382,037, and estimated
local funds \$150,000 with total estimated expenses of \$948,000.
NOW THEREFORE, be It resolved that THE APPLICANT hereby makes its Intentions known to provide
public transportation services and to apply for state financial assistance with this annual plan, In
accordance with Act 51; and
HERERY appoints Alan Massham ACT Evacutive Director as the Transportation Coordinator for all
HEREBY , appoints Alan Meacham, ACT Executive Director, as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such Information as deemed necessary by
the State Transportation Commission or department for Its administration of Act 51 for 2025.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
The Resolution of Intent has been acted upon every year since 1977.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
The Resolution of Intent is needed to be able to receive funds from the state and federal government.
4. Financial – Budget-related information
5. Legal Review
n/a

6. Policy Implications
n/a
7. Plan – Timeline with who, what, where, and how
8. Alternative Plan – What are the implications if failure to approve?
6. Alternative Flair – What are the implications in failure to approve:
n/a
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·
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n/a
n/a 9. Attachments Included

Michigan Department Of Transportation 3078

FY 2025 RESOLUTION OF INTENT

The approved resolution of intent to apply for state formula operating assistance for fiscal year 2025 under Act 51 of the Public Acts of 1951, as amended.

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the						
Antrim County Board of Commissioners (hereby known as THE APPLICANT						
established under Act 94 to provide a local transportation program for the state fiscal year of 2025 and,						
therefore, apply for state financial assistance under provisions of Act 51; and						
WHEREAS, it is necessary for the governing body, to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and						
WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and						
WHEREAS, the performance indicators have been reviewed and approved by the governing body.						
WHEREAS, THE APPLICATION , has reviewed and approved the proposed balance (surplus) budget,						
and funding sources of estimated federal funds \$ 170,640 estimated state funds \$ 382,037						
estimated local funds \$ 150,000 with total estimated expenses of \$ 948,000						
(Note: Local funds include fare box and any other local revenue)						
NOW THEREFORE, be it resolved that THE APPLICANT hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and						
HEREBY, appoints Alan Meacham, ACT Executive Direct as the Transportation Coordinator, for all public						
transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2025						
I, Sheryl A. Guy (Name) Clerk of the County of Antrim						
(Secretary/Clerk) of THE Applicant, having custody of the records and proceedings of THE APPLICANT, does hereby certify that I have compared this resolution adopted by THE APPLICANT at the meeting of						
, 20 with the original minutes now on file and of record in the office and that this						
resolution is true and correct.						
IN TESTIMONY WHEREOF, It have hereunto set my hand and affixed seal of said. A.D.20						
SIGNATURE						

Antrim County Transportation

P.O. Box 120 Bellaire, Michigan 49615

(231) 533-8644

Nonurban County

Regular Service

Annual Budgeted

2025

Total Eligible Expenses: \$948,000

Comments: -

. *agg gr (2) (1) Antrim County Transportation
Nonurban County
Regular Service
Annual Budgeted
2025

Revenue Schedule Report

Code	Description	Amount
401 :	Farebox Revenue	
40100	Passenger Fares (-)	\$18,000
407 :	NonTrans Revenues	
40710	Sales of Maintenance Services (-)	\$75,000
40799	Other NonTrans Revenue (Explain in comment field) (-)	\$50,000
409 :	Local Revenue	,
40910	Local Operating Assistance (-Appropriation)	\$150,000
40950	Local Service Contract/Local Source (-)	\$88,000
411 :	State Formula and Contracts	
41101	State Operating Assistance (-)	\$382,037
413 :	Federal Contracts	
41301	Section 5311 Operating (-)	\$170,640
414 :	Other Revenue	
41400	Interest Income (-)	\$14,323

Total Revenues:\$948,000

Antrim County Transportation Nonurban County Regular Service Annual Budgeted 2025

Expense Schedule Report

Code	Description	Amount
501 :	Labor	
50101	Operators Salaries & Wages (-)	\$220,000
50102	Other Salaries & Wages (-)	\$225,000
50103	Dispatchers' Salaries & Wages (-)	\$45,000
502 :	Fringe Benefits	
50200	Fringe Benefits (-)	\$175,000
50220	DB Pensions (-)	\$40,000
503 :	Services	
50399	Other Services (-All fuel sold outside of transit operations)	\$150,000
504 :	Materials and Supplies	
50401	Fuel & Lubricants (-)	\$70,000
50402	Tires & Tubes (-)	\$12,000
50499	Other Materials & Supplies (-Office supplies, shop supplies, bus parts))	\$50,000
505 :	Utilities	
50500	Utilities (-)	\$16,000
506 :	Insurance	
50603	Liability Insurance (-)	\$30,000
509 :	Misc Expenses	
50902	Travel, Meetings & Training (-)	\$500
50903	Association Dues & Subscriptions (-)	\$1,500

Antrim County Transportation Nonurban County Regular Service Annual Budgeted 2025

Expense Schedule Report

Code	Description	Amount
50999	Other Misc Expenses (Explain in comment field)	\$21,000
	(-Bldg mtn,trash,plow,computer,radio maint,dues/subs)	
550 :	Ineligible Expenses	
55010	Other Ineligible Expense Associated w/Aux. & Nontrans (Explain in comment field)	\$60,000
	(-Sale of Fuel)	
560 :	Ineligible Expenses	
56001	Ineligible Expenses Associated w/Sale of Maintenance Service	\$33,000
	(-)	
580 :	Ineligible Expenses	
58020	Ineligible DB Pensions	\$15,000
	(-)	

Total Expenses:\$1,056,000

Total Ineligible Expenses: \$108,000

Total Eligible Expenses: \$948,000

Antrim County Transportation

Nonurban County

Regular Service

Annual Budgeted

2025

Non Financial Schedu Public Service	le Report		
Code	Description	Quantity Di	
610	Vehicle Hours	10,000	
611	Vehicle Miles	200,000	
615	Unlinked Passenger Trips - Regular	18,500	
616	Unlinked Passenger Trips - Elderly	3,500	
617	Unlinked Passenger Trips - Persons w/Disabilities	8,000	
622	Total Demand-Response Unlinked Passenger	30,000	

Total Passengers:30,000

Vehicle Information

Code	Description	Quantity
655	Total Demand-Response Vehicles	17
656	Demand-Response Vehicle w/ Lifts	16
658	Total Transit Vehicles	17

Total Vehicles:17

Miscellaneous Information

Code	Description	Quantity DR	
660	Diesel/Gasoline Gallons Consumed	22,000	
661	Total Transit Agency Employees (Full-Time Equivalents)	15	
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	8	



Action Request to Board of Commissioners

Meeting Date: March 7, 2024

Department: Antrim County Transportation **Submitted By:** Alan Meacham, ACT Director

Agenda Item: Contract Clause Certification FY2025

1. Action Request/Suggested	Motion
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To authorize the Board Chair to execute the Fiscal Year 2025 Contract Clause Contract Clause Certification from the Michigan Department of Transportation for Antrim County Transportation.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

The Contract Clause Certification has been acted upon every year since 1977.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

A signed certification is needed to be able to receive funds from the state and federal government.

4. Financial – Budget-related information

Without execution of the certification the County will not be eligible for state and federal funds and will either have to make up the difference with County funds or make drastic cuts to the transportation program.

5. Legal Review

The Contract Clause Certification was reviewed in 2018. No changes to current certification

6. Policy Implications

n/a

7. Plan – Timeline with who, what, where, and how

8. Alternative Plan – What are the implications if failure to approve?

n/a

9. Attachments Included

FY2025 Contract Clause Certification

FY 2025 CONTRACT CLAUSES CERTIFICATION

Certification 1

I acknowledge that I have reviewed a copy of the Contract Clauses. I understand that the nature of the project will determine which requirements of the contract clauses apply and I will comply with all applicable clauses for all FTA-funded contracts for the application year.

Name Of The Person Authorized To Sign A Contract Or Project Authorization		
Terry VanAlstine		
Legal Organization Name		-
Antrim County Board of Commissioners		
Title Of Authorized Signer	Signature Of Authorized Signer ** (See Below)	Date
Chairman]	
Governing Board Chair Information ***:		
Name*		
Terry VanAlstine		
Phone* (###)###-####	Email*	
231-533-8644	vanalstinet@antrimcounty.org	

^{*} If the organization has a master agreement with MDOT, the organization name must match the name as it appears on the master agreement. Organizations with multiple contracts must submit multiple contract clauses certifications.

^{**} If the organization has a master agreement with MDOT, the signature must be the same as the authorized signer of the master agreement or an individual with legal authority to sign a project authorization for the organization. Your agency can change, add or remove an authorized signer at any time by completing a signature resolution.

^{***} Chair of the governing board having supervisory powers over your agency.



Action Request to Board of Commissioners

Meeting Date: March 7, 2024

Department: Antrim Conservation District

Submitted By: Kyle Williams

Agenda Item: ERG Environmental Services – Household Hazardous Waste

Services Agreement

1. Action Request/Suggested Motion

To Authorize the Chair to sign the renewal contract with ERG Environmental for Household Hazardous Waste for Drop-off events in 2024.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

ERG Environmental is currently being used by most of the other counties in the region due to the company's excellent track record, reliability, and responsiveness. Antrim County has received exceptional service including superior responsiveness to questions and special requests over the last four years.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

The current contract for Household Hazardous Waste (HHW) packaging, transport, and disposal with ERG Environmental Services expired on 12/31/23, requiring a new or extended contract to be in place before the 2024 HHW events.

4. Financial – Budget-related information

A new contract needs to be in place before our next scheduled event on June 29, 2024. ERG's pricing has increased slightly for most items, from \$0.80 per pound to \$1.00 per pound. Pesticides have increased from \$1.50 to \$1.75 per pound, and reactives/oxidizers have increased from \$0.80 per pound to \$5.00 per pound. Oil-based paint and electronics have dropped from \$0.80 per pound to \$0.50 per pound. ERG has already tentatively agreed to support events on June 29, July 20, and August 31, 2024.

5. Legal Review

This contract was reviewed by legal counsel in 2018. The contract language remains the same.

6. Policy Implications	
n/a	
7. Plan – Timeline with who, what, where, and how	

8. Alternative Plan

9. Attachments Included

ERG proposal for 2024 services.

AGREEMENT FOR SERVICES

This Agreement is made and entered into as of the
(the "Effective Date") between County of Antrim (the "County"), a Michigan municipal
corporation, whose address is 203 E. Cayuga Street, P.O. Box 520, Bellaire, Michigan 49615,
and ERG Environmental Services (the "Contractor"), whose address is 13040 Merriman Road,
Suite 200; Livonia, Michigan 48150-1816 (collectively, the "Parties").

The County requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefor agree as follows:

1.	Term and Termination:	This Agreement is in effect from	through
		(the "Term"), unless earlier	terminated under this Section.

Notwithstanding anything contained in this Agreement to the contrary, County reserves the right to terminate this Agreement immediately for any or no reason and prior to this date, including but not limited to, County's determination that Contractor has failed to perform in accordance with the terms of this Agreement. In the event Contractor has performed part of the tasks or services, a prorated amount as determined by the County may instead be owed to Contractor, but that amount may also be adjusted if the County must retain another contractor at a higher cost to perform the services or tasks, or if the County suffers damages as a result of Contractor's failure to perform as described in this Agreement.

2. <u>Contractor Services:</u> Contractor shall perform the following tasks or services for the County as described in attached **Exhibit A**.

The County shall pay Contractor upon receipt of invoice (submitted to Antrim County Administration; PO Box 187; Bellaire MI 49615), for all satisfactorily completed services, according to the terms and conditions of this Agreement, and attached **Exhibit A**. Payment will be made within 60 days of receipt of an invoice.

The Contractor shall provide the necessary equipment to perform the services. If the Contractor has obtained employees or agents (the "Contractor Personnel"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel.

3. <u>Independent Contractor Status:</u> The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of the County. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Contractor expressly understands and agrees that neither Contractor, nor any employee or agent of Contractor, in the performance of Contractor's services required under this Agreement, shall be treated or otherwise considered to be an

employee(s) of the County for taxes, worker's compensation, unemployment compensation, insurance, fringe benefits, or any other purpose. No payroll, employment, or other taxes of any kind shall be withheld or paid by the County with respect to payments to Contractor, unless as otherwise required by law. Contractor understands and agrees that Contractor is totally responsible for, and shall comply with all laws regarding the timely reporting and payment of all income and other taxes and other governmental liabilities resulting from the performance of Contractor's services.

The Contractor may not act as agent for, or on behalf of, the County, or to represent the County, or bind the County in any manner.

- **4.** Representations: Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violated any agreement between the Parties and any other person, firm or organization or any law of governmental regulation.
- **5.** <u>Indemnification:</u> The Contractor shall indemnify and hold harmless the County, its elected officials, board members, officers, employees, agents, and representatives from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

6. Miscellaneous Provisions:

- a. This Agreement shall be governed by and construed pursuant to the laws of the State of Michigan.
- b. This Agreement and attached **Exhibit A**, constitute the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- c. This Agreement may be amended only by written agreement duly executed by an authorized representative of each Party.
- d. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- e. This Agreement shall not be assigned by the Contractor without the express consent of the County.

- f. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- g. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all counterparts, when taken together, will constitute one and the same Agreement. The parties agree that signatures on this Agreement may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

The Parties are signing this Agreement on the date stated in the introductory clause.

	COUNTY OF ANTRIM
Dated:	By:
	Print:
	Its:
	ERG ENVIRONMENTAL SERVICES
Dated: <u>February 14, 2024</u>	By:
	Print: Edward Dawkins
	Its: Vice-President





13040 Merriman Road, Suite 200 • Livonia, Michigan 48150-1816 734.437.9650 • FAX 734.437.9651 • www.ERGenvironmental.com

January 3, 2024

Mr. Kyle Williams Conservation Technician Antrim Conservation District 4820 Stover Rd. Bellaire, MI 49615

RE: 2024 HOUSEHOLD HAZARDOUS WASTE / CLEAN SWEEP SERVICES PROPOSAL ERG-019672/1

Dear Mr. Williams,

SQS, Inc dba ERG Environmental Services (ERG) would like to thank you for the opportunity to provide Household Hazardous Waste (HHW) and Clean Sweep services to your community in 2024. Per your request, presented herein is pricing for HHW services for CY 2024, to include ERG hosting three (3) collections of household hazardous wastes to occur in June, July, and August, respectively.

As we hope you have heard, ERG provides one of the best organized, staffed, and equipped HHW collection programs in the industry. Over the past several years ERG has performed an average of over 150 collection events per year. We will be happy to supply a list of reference contacts upon request.

We appreciate the opportunity to provide this information to you. If you have any questions, please do not hesitate to contact me at 734.437.9658, or via email at edawkins@ERGenvironmental.com.

Thank you for this opportunity.

Sincerely,

ERG Environmental Services

Edward Dawkins Vice President



HOUSEHOLD HAZARDOUS WASTE

MANAGEMENT METHODS & PRICING

CY 2024

ACCEPTABLE WASTES	Waste Mgt. Method*	PRICE PER POUND
Electronics	RC	\$ 0.50
Latex Paint	RC / ST	\$ 0.50
Aerosols	FB	\$ 1.00
Antifreeze / motor oil / automotive fluids	RC	\$ 1.00
Solvents / flammable / oil-based paint	FB	\$ 1.00
Corrosives (acids / bases)	ST	\$ 1.00
Miscellaneous cleaners and toxics	ST	\$ 1.00
Batteries (mixed household)	RC	\$ 1.00
Medical Sharps (must arrive in rigid container)	Autoclave	\$ 1.00
Fluorescent lamps	RC	\$ 1.00
PCB ballast	RC/LF	\$ 1.00
Fire extinguishers / propane	RC	\$ 1.00
Smoke detectors	RC/LF	\$ 1.00
Non-DEA pharmaceuticals / OTC medications	ST / DI	\$ 1.00
Clean Sweep Pesticides	ST / DI	\$ 1.75
Reactives / oxidizers	ST / DI	\$ 5.00
Mercury (liquid and devices)	RC	\$ 35.00

EVENT FEE AND PRICING NOTES	
Event fee (per each collection event) – in addition to per-pound pricing (above)	\$ 2,250.00
Minimum chargeable waste weight per event	5,000 pounds

Notes	Pricing includes ERG tracking of pesticide waste and invoicing Grand Traverse County directly on behalf of customer for reimbursement under the Clean Sweep Program.
	Pricing assumes on-site bathroom facilities available for ERG's use.

Assumptions	This proposal includes 4 ERG personnel to collect, label, package, load and ship the waste received from residents of Antrim County.	
WASTE MANAGEMENT	,,,,,,,,,,,	
TYPICAL UNACCEPTABLE MATERIALS	Weapons, explosives, construction materials/debris, appliances, radioactive materials (other than smoke detectors), shock-sensitive materials, standard household trash, tires, yard waste.	



Memorandum Administration Office

Marcl	า 7, 2024				
TO:	Board of Commission	ers			
FR:	: Jeremy Scott, County Administrator				
RE:	2023 Annual Reports				
	• .	ntation of the Glacial Hills Natural Area 2 s finished his presentation, please consid	•		
		and seconded by Area 2023 Annual Report.	to accept the		



$Memorandum \\ Administration \ Department$

February 29, 2024

TO: Antrim County Board of Commissioners
 FR: Jeremy Scott, County Administrator
 RE: Administrator's Report – March 7, 2024

*** All information highlighted in blue in this report is new information from my previous reports. ***

GENERAL ADMINISTRATION:

1. Facilities:

- County Building Façade: Progressive AE and Spence Brothers are the architects and construction managers for the County Building Façade project. Contractors are continuing to plug away at outside trim and wall panels, drywall, ceiling tiles, and painting. Flooring installation is scheduled to commence on the 1st Floor this Friday; windows are currently scheduled to ship March 5. Also, the State has given final approval to the DHHS changes this week the work in that area can now be scheduled.
- Health Dept. Building Renovations: The Sheriff's office was moved over by maintenance last week, there are a few items yet to be moved, but, the Sheriff has officially moved to 209 Portage Dr. We will be moving Probation/Parole and the Emergency Manager in the coming months once we have prepared spaces for them.
- <u>Public Safety Center:</u> Byce & Associates was hired to outline a preliminary plan and renderings for a
 Public Safety Center. We have posted a Public Safety Center (PSC) webpage in order to keep everyone
 informed of progress and to answer questions. <u>Our first workgroup meeting had 33 people in
 attendance with several taking the opportunity to tour the current Jail. A number of good
 comments and notes were given as well as a number of questions answered. We have scheduled
 the next meeting for Thursday, March 14 with a focus on Mental Health.
 </u>
- 2. <u>911 Communication Tower:</u> The Forest Home Township Planning Commission reviewed and approved the site plan at a public hearing on October 4. The additional parts of the project, including the communication building will be coming to the Board soon. **No Update.**
- 3. Mancelona Village petition to alter boundaries: It was brought to the attention of the Administration Office that the Village of Mancelona plans to petition the Board of Commissioners to alter their legal boundaries. The current plan is to have the Board consider the petition at the March 21 Meeting.
- 4. Materials Management County Engagement Grant /Material Management Plan (MMP): Michigan counties have 180 days from January 8, 2024 to file a Notice of Intent (NOI). The NOI submittal must include documentation of consultation with adjacent counties regarding the option of preparing a multicounty MMP, and, if two or more counties agree to pursue a multicounty MMP, and a copy of the interlocal agreement that identifies the process. We met with Charlevoix County to discuss the possibility of a multicounty MMP and have been working on a draft interlocal agreement. We are also going to meet with Networks Northwest and the associated Counties this week to discuss the possibility of a regional plan.
- 5. <u>COA Adult Day Service:</u> With employee shortages and ever-growing need for services, administration has been working with the COA to develop a project to address those needs. On December 18, a survey was released to the public that will help gauge the public's interest in adult day services in Antrim County. Information on the survey and a link can be found on the County's website and the County's Facebook page. Notice of the survey's availability and a direct link to the survey were sent directly to the townships and villages and shared with area chambers of commerce. A press release was published in the January

- 18th edition of the Antrim Review. The survey closed on January 31, 2024. We will have results of the survey at a future Board meeting. No Update
- 6. <u>Courthouse Chiller:</u> The chiller replacement at the Courthouse should be finished soon, delays on equipment and materials have become the unfortunate norm with this and many projects. They are currently working on retro commissioning the entire system.
- 7. <u>Grove Street Annex:</u> The process for demolition of the Grove Street Annex has begun. A pre-demolition inspection of the premises was done February 20 and we have posted an RFP for the demolition. We expect to bring a recommendation to the May 2 meeting.
- 8. Consolidated Courts: The Board passed a resolution in support of a combined District and Probate Court on December 21, 2023. As we work with our legislators, Damoose, Roth, and Borton, the State Legislative Service Bureau is working on putting together a bill. As you are aware, the State Court Administrator, Thomas Boyd, sent a strong letter in opposition to the consolidation. For our part, we have been wrapping up our exploratory review document that covers our research, our point of view, and an initial plan of action if we were to move forward. No Update.
- 9. <u>Soil Erosion:</u> The Antrim County Conservation District has reached out and expressed an interest in returning Soil Erosion to the County and ending that portion of our contract. Initial conversations look to the end of the year for the transition. We would likely place the position under Construction Code as this is a common place for a Soil Erosion officer across the majority of Counties. We will keep the Board updated and bring this before you all at a future meeting. **No Update.**
- 10. <u>Recycling</u>: The Conservation District has also reached out about Recycling. They have expressed a willingness to continue this part of the contract, but indicated that their budget will need to be increased in order to cover their expenses. I have had further discussions with the ACD director, and they have rescinded their notice to withdraw from recycling. They would like to bring something to the Board in the fall once they have established a new role in their organization that will be complimentary to the recycling program.
- 11. New County Web Address: Our IT Department has been making preparations for a change-over now that we have secured a .gov domain address, AntrimCountyMI.gov. Domains with .gov signal trust and credibility and has become a standard for counties as an additional security stance. This will be an all hands project with a goal of going live the first week in April. The existing domain, AntrimCounty.org, including website and emails, will be set up to automatically forward to AntrimCountyMI.gov for the foreseeable future to avoid interruption of communication and confusion. Department heads were notified of the upcoming change at a recent department head meeting. The public will be notified via the March Bulletin, social media posts, a press release, and information on the County website.
- 12. <u>Petoskey Stone Festival</u>: The Petoskey Stone Festival is applying to become a 501(c)3 non-profit organization. They will continue to utilize Barnes Park, but starting in 2025 will hold the festival the week before Memorial Day to alleviate multiple issues, including crowding/parking. There will be something about this on a future agenda.

HUMAN RESOURCES (HR):

- 13. Current County Employment Opportunities:
 - COA Homemaker Irregular PT: Heather Skabardis was hired 2/13/2024
 - <u>Sheriff's Office Civil Process Irregular PT</u>: Two positions posted.
 - Sheriff's Office Corrections FT: Positions posted. One candidate is in background
 - <u>Sheriff's Office Deputy FT</u>: Position posted.
 - ACT Mechanic FT: Position Posted.
 - Antrim County Airport Field Operator FT: Rick Durant will begin working on 3/14/2024
 - Maintenance Department Custodian FT: Interviews will take place on 2/28/2024

LAWSUITS:

- 14. <u>Opioid Litigation:</u> The County has signed on to the settlement agreement with <u>Janssen Pharmaceutical</u>, three wholesale distributors, and retailers (<u>Walmart, Teva, Allergan, Walgreens, and CVS</u>). As discussed at previous Board meetings, these funds are restricted generally and 70% must go towards future remediation such as treatment, recovery support, outreach, training, prevention, and research. Unless the Board otherwise directs, our intention is to gather requests and look for opportunities before presenting them to the Board. Settlement dollars received to date: \$199,962.01 restricted, \$4,572.13 unrestricted.
- 15. <u>Daniel Fingal, et al. vs Antrim County, et al.:</u> An additional foreclosure proceeds lawsuit. We have submitted this to MMRMA. Cummings, McClorey, Davis & Acho, PLC (CMDA) have formally been assigned by the MMRMA to defend Antrim County in this matter. The attorneys involved in all three of these cases, Fingal, Theison, and Hottenroll have set mediation dates. If an agreement is made, any final decisions would need Board approval. **No Update.**
- 16. **Edward Theison, et al. vs Dickson County, et al.:** We have been named in another foreclosure proceeds lawsuit. **See Above.**
- 17. <u>Hottenroll, et al. vs Iron County, et al.</u>: Yet another foreclosure proceeds lawsuit in which the plaintiffs have opted out of the Wayside class action. **See Above.**

CONTRACTS/AGREEMENTS:

Reviewed by civil counsel and/or the county administrator, <u>approved by the Board of Commissioners</u>, and tracked for future follow-up of expiration (where necessary):

18. COA – ASI Rental Agreement

<u>Executed by the Board Chair in accordance with the Contract Policy</u> and tracked for future follow-up of expiration (where necessary): None.

GRANT APPLICATIONS: Submitted in accordance with the Grant Application Policy:

19. Hazardous Materials Emergency Preparedness Grant

POLICIES:

Reviewed by civil and/or labor council (when necessary) and/or the County Administrator, reviewed by elected officials and department heads, approved by the Board of Commissioners, and posted on the Antrim County website: **NONE.**

CIVIL/LABOR COUNSEL REVIEWS:

New matters sent since the previous Administrator's report:

HR-Direct Access & Subscription Program-Data Sharing Agreement

FOLLOW UP FROM BOARD OF COMMISSIONERS MEETING:

COMMUNICATIONS, NOTES OF INTEREST:

- 20. Northern Lakes Economic Association Annual Symposium: Northern Lakes Economic Alliance will be holding its annual symposium and showcase on Friday, May 17 at the Boyne Mountain Civic Center. If you are interested in attending, please let Margie know. She will work to get you registered.
- 21. <u>Veterans Affairs Office Brunch and Learn:</u> The Antrim County Veterans Affairs Office will be hosting an information session and Lunch & Learn on April 4, 2024 at the Hen's Den Restaurant in Mancelona. The session runs from 10:00 a.m. to 1:00 p.m. The Brunch & Learn session will dive into topics such as VA Healthcare, the PACT Act, and caregiver support. The flyer for the event is attached to this report.



Find us on: facebook

Join us at the Hen's Den Restaurant in Mancelona on April 4th FROM 10AM TO IPM FOR AN INFORMATIVE AND SUPPORTIVE GATHERING HOSTED BY THE ANTRIM COUNTY VETERANS AFFAIRS OFFICE. OUR LUNCH AND LEARN SESSION WILL DIVE INTO CRUCIAL TOPICS INCLUDING VA HEALTH CARE, THE PACT ACT, AND CAREGIVER SUPPORT. WHETHER YOU HAVE QUESTIONS OR SIMPLY WANT TO CONNECT WITH FELLOW VETERANS, THIS EVENT IS DESIGNED FOR YOU. ENJOY A DELICIOUS MEAL COURTESY OF THE HEN'S DEN WHILE ENGAGING IN VALUABLE DISCUSSIONS AND GAINING INSIGHTS. DON'T MISS OUT ON THIS OPPORTUNITY TO EMPOWER YOURSELF

WITH KNUELLEDGE AND COMMUNITY SUPPORT.

Antrim County Finance Director Report 03/07/24

Timeframe: 02/08/24-02/27/24

1. Audit

Most time during the prior 2 weeks have been spent on audit preparation. The following sections have been completed since the prior update:

- Cash January bank statements
- Prepaid other prepaid expenses
- Payroll expense retirement
- Fixed assets (Airport remaining)
- Accounts payable (final review remaining)
- Transfers
- Housing
- Leases

Significant open sections remaining include:

- Airport MDOT report
- Accounts payable final review
- Software
- Meadow View
- Fund-level review
- Final review