

**ALGER COUNTY BOARD OF COMMISSIONERS
REGULAR BOARD MEETING**

May 10, 2010

Minutes are subject to corrections and approval

Pursuant to recess, the Alger County Board of Commissioners convened in the conference room of the county building at 4:00 p.m. on the above date.

The meeting was called to order by Chairwoman Pullen with the following Commissioners present: Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Absent – Commissioner Pullen.

The Board of Commissioners said the Pledge of Allegiance.

Public comment session was open. There was no public comment from the floor; thus, the public comment session was closed.

On a motion by Commissioner VanLandschoot, seconded by Commissioner Lindstrom to approve the agenda as presented. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

It was moved by Commissioner Doucette and seconded by Commissioner VanLandschoot to approve the Committee of the Whole minutes from April 8, 2010 and the Regular Board minutes from April 12, 2010. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot and Mattson. Nays – none. Absent – Commissioner Pullen.

On a motion by Commissioner Lindstrom, seconded by Commissioner Doucette to approve and authorize the Chair to sign the following agreement:

**ALGER COUNTY EMERGENCY 911 MAINTENANCE AGREEMENT
CUPPAD REGIONAL COMMISSION**

**CONTRACT FOR THE MAINTENANCE OF
THE ALGER COUNTY EMERGENCY 911 SYSTEM**

This contract is entered into on _____, 2010, by and between the Alger County Sheriff Department Center, hereinafter SHERIFF DEPARTMENT, and the Central Upper Peninsula Planning and Development Regional Commission, hereinafter REGIONAL COMMISSION, pursuant to Act 281 P.A. 1945, as amended, being M.C.L. 125.11 et. seq. The purpose of this contract is to provide a maintenance agreement for the SHERIFF DEPARTMENT by the REGIONAL COMMISSION. The SHERIFF DEPARTMENT and REGIONAL COMMISSION, in regard to their respective interests, hereby agree that:

1. The REGIONAL COMMISSION shall provide technical support and data collection services to the SHERIFF DEPARTMENT in accordance with the attached project description (Attachment A). Attachment A is attached to and made a part of this contract. Data collection services will include collection of new roads and new residential development throughout the County. The contract period will be from March ??, 2010 to September 30, 2010.
2. In consideration for the work to be accomplished pursuant to this contract, the SHERIFF DEPARTMENT shall pay to the REGIONAL COMMISSION the sum of three thousand one hundred and fifty dollars (\$3,150) on an annual basis. This \$3,150 shall be paid in the following manner: \$1,575 at the onset of the project; and \$1,575 upon completion of the project.
3. The SHERIFF DEPARTMENT and REGIONAL COMMISSION hereby agree to comply with all applicable local, state and federal ordinances, statutes, or regulations.
4. The contract may be amended in whole or in part by written agreement of the SHERIFF DEPARTMENT and REGIONAL COMMISSION.

CUPPAD REGIONAL COMMISSION

ALGER COUNTY

By _____

By _____

Title: Executive Director

Title: _____

Date _____

Date _____

ATTACHMENT A

Alger County Emergency 911 Maintenance Agreement

The purpose of this agreement is to provide for the update and maintenance of the Alger County Emergency 911 road centerline and residential/commercial point databases. This process will include working closely with the Alger County Sheriff Department personnel to help integrate the digital data sets into their dispatch system. This will be a joint effort between Alger County officials and the CUPPAD Regional Commission.

Technical support services include:

- 1) Making corrections to the existing digital data sets.
- 2) Conducting automated and visual quality control on digital data.
- 3) Aiding in the integration of data into the computer aided dispatch software.
- 4) Serving as a technical advisor concerning any number of GIS issues including data development, GPS technologies, and data sharing agreements.

Annual Data Collection services include:

- 1) Collect any new roads.
- 2) Collect any new residential and commercial access points.
- 3) Working with the Alger County Sheriff Department staff and local officials to ensure that all data collection needs are met.


CUPPAD will work with Alger County officials to maintain a record of newly issued addresses and developed roads. Our intent is to begin technical support services immediately.

The annual cost for this Maintenance Agreement will be \$3,150.

Questions or comments can be directed to Steve Lenaker at the CUPPAD Regional Commission, (906) 786-9234.

Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

It was moved by Commissioner VanLandschoot and seconded by Commissioner Doucette to approve and authorize the Chair to sign a one-year planned maintenance agreement for the generators at the jail and the courthouse as follows:

 <p>A Planned Maintenance Agreement by: Cummins NPower, LLC 939 Lawrence Drive, Depere, WI 54115 800 W. Ryan Road, Oak Creek, WI 53154 3115 Truck Center Drive, Duluth, MN 55806 920-338-5919, fax 920-338-6106</p>
<p>Proposal For: Alger County Agreement Offered is Valid for acceptance until 6/2/2010</p>
<p>GENERAL PROVISIONS This planned maintenance agreement is offered by Cummins NPower, LLC (here-in-after CNP, Cummins NPower or Cummins NPower, LLC) of DePere, Wisconsin to the equipment owner/agent named herein, to perform the services listed below. Upon acceptance of this agreement, Cummins NPower will provide the services listed below on this equipment in consideration of the prepayment of the annual rate listed on the following page. The equipment will be inspected and/or serviced at agreed intervals during normal business hours (unless otherwise specified) each year this agreement is in effect. These agreed 1 visit(s) per year will include</p> <ol style="list-style-type: none">1. Inspect entire equipment for any oil, water or fuel leaks.2. Inspect exhaust system; air inlet system and turbochargers.3. Lubricate equipment and change oil if the running time is more than 250 hours, or a minimum / maximum of once per year. Used oil to be disposed of according to OSHA and EPA guidelines. * The engine oil will be sampled one time per year.4. Inspect condition and tension of all belts.5. Inspect cooling system including condition of coolant, hoses, radiator and inlet and outlet dampers. *6. Inspect fuel system to include above ground main tank, day tank and day tank pump, all visible fuel lines and fittings. Clean sediment traps, drain water separators and/or replace fuel filters as required. *7. Check condition of batteries, record or adjust battery charge rate, and clean terminals as needed.8. Clean and refill air cleaner or change element as required. Element Extra.9. Inspect generator control and engine wiring.10. Inspect AC wiring at generator and automatic transfer switch(es).11. Inspect remote annunciator.12. Check all instruments for proper operation. All shut down/safeties will be checked. E-stop checked.13. Instruct customer's site personnel, if such personnel are present at time of inspection, on operation and maintenance procedures.14. After the entire above, run generator set and record instrument readings (under load, when authorized).15. Check automatic transfer switch(es) for proper operation to include logic, time delays, contacts, exercise cycle, and switching of power source.16. Submit a report of this inspection to the owner or site representative, and inform customer or site representative of any further work required.17. Perform one (1) two (2) hour Load Bank test each year during the term of this agreement. (Courthouse location only)
<p>ADDITIONAL REPAIRS AND SERVICES Any additional repairs, parts, or services that are required, but not included under agreement, will be brought to the attention of the customer or site representative. Repairs will be made only after proper authorization, in written form, is given to Cummins NPower. Any additional repairs, maintenance, or services will be performed (if authorized) at current Cummins NPower rates for labor, parts, and mileage. Emergency services between regular inspection visits will be provided at Cummins NPower current rates for labor, parts, and mileage.</p>
<p>AGREEMENT TERMS AND CONDITIONS *Agreement price includes materials, labor, travel time, and mileage to perform the services listed above. *Agreement includes lube oil (equivalent to crankcase capacity, plus (1) gallon, each term), lube oil filters, fuel oil filters, coolant filters (where used), and 1-gallon coolant ("top-off"). Limited to one oil change per year. It is understood that this agreement does not include parts or labor, other than as specifically stated above. This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, altering of equipment, or forces of nature. Cummins NPower, LLC shall not be responsible for failure to render service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the consent of Cummins NPower, and, in the absence of written notice of cancellation received 30 days prior to anniversary, will renew on the anniversary date, under the same terms and conditions as contained herein, by invoicing for the ensuing term. Either party, through written notice to the other, may cancel agreement, said notice to be received thirty (30) days prior to the desired cancellation date. Cummins NPower, LLC warrants and agrees that all of its personnel, performing services pursuant to this agreement, shall be trained for the services they perform and that all parts and materials, installed pursuant hereto, shall be new and suitable for the use intended.</p>
<p>LIMITED WARRANTY POLICY OF CUMMINS NPOWER, LLC 1. Parts and Materials Cummins NPower does not warrant, either expressly or implied any parts or material. The owner's sole remedy is the warranty of the manufacturer. 2. Service, Repair and Workmanship Owner understands and agrees that Cummins NPower is not responsible for special or consequential damages, including loss of time, injury to person or property or any other consequential damage, incidental or economic loss due to unit or equipment failure. Cummins NPower, LLC does agree to correct by repair or replacement any defects of material or workmanship installed under this inspection agreement, which may develop under normal and proper use, within thirty (30) days from installation. This remedial obligation is only provided owner gives Cummins NPower, LLC written notice within forty-eight (48) hours after customer becomes aware of such defects and inspection by Cummins NPower substantiates owner's claim. Such correction shall constitute a fulfillment of all obligations to the owner and shall constitute owner's sole remedy.</p>



Cummins NPower, LLC
 PLANNED MAINTENANCE AGREEMENT (CONTINUED)

STIPULATIONS:

The agreement coverage is EXCLUSIVE to the following listed equipment. (*)		
Manufacturer	Model	Serial
Winco, P8S75LS-4/BLPG W/MLCB, SN 105488 G05 (Court House)		
Kohler, 30RZ62, SN 360289 (Jail)		
All Related Automatic Line Transfer Switches		

(*) If additional equipment is added, a new agreement will be drawn.

Agreement for:	Alger County
Address:	101 Court Street
City, State, Zip Code:	Munising, MI 49862
Phone, Cell, Fax, :	800-367-7016, Cell, Fax 800-367-2196
Email:	
Site information:	Court House, and Jail, , ,
Agreement Prepared by:	Stan Sandell, Planned Maintenance Sales (262 388 6712)

**This agreement consists of (1) visit(s) per year on equipment listed above for a term of 1 year(s).
 The total Price for the 1 year term of this agreement is \$1291.00
 A pre-payment each year of \$1291.00 (plus any applicable sales tax) per year will be required. ****

CUSTOMER SIGNATURE _____ DATE _____

PRINT SIGNATOR'S NAME _____

Pre-Pay Option ** Yes _____ NO (Please check one) **

**PLEASE RETURN - ALL -
 PAGES ONCE SIGNED!
 WI. Fax to: 820-338-6106
 MI. Fax to: 851-286-2111**

WE WOULD APPRECIATE A CONTACT NAME FOR ARRANGING SERVICE VISITS:

CONTACT NAME _____ CONTACT PHONE NUMBER AND EXTENSION (OR CELL #) _____

**Note: all applicable sales taxes will be added to your invoice each year. Pre-Payment price includes a 5% discount as shown above.
 This proposal will auto-renew at the end of the 1 year term at a new rate determined at the time of renewal.

Scheduled as follows:
 Our technician's yearly scheduled visits and your invoice month will be established after acceptance of this proposal by a phone call from our office.

\$324.45 is to come from the 911 fund and \$966.55 from the building and grounds budget. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

On a motion by Commissioner VanLandschoot, seconded by Commissioner Doucette to approve the Chair and authorize the following commitment letter between Joe Cilc and Alger County as follows:

May 10, 2010

Mr. Joseph M. Cilc
 204 N. 21st Street
 Escanaba, MI 49829

Dear Mr. Cilc,

This confirms you being employed as a part-time employee in the classification of the Alger County Building Code Administrator and Soil Erosion and Sedimentation Control Administrator.

In exchange for such services, the County shall provide to you the following accommodations and compensation to be paid from the Building Department fund:

- Yearly salary of \$11,440.00.
- Commission of 50% of building permit fees and 80% of soil erosion permit fees as established by the County.
- Mileage expenses for personal vehicle use at the county rate for travel to and from necessary training conferences and official county meetings as required by the pertinent committee, board or commission. Expenses of vehicle owned and used by the Alger County Building Department are not reimbursable.
- Office space, supplies, and utilities necessary for performance of duties.

It is also mutually agreed that you shall provide advisory services to the County, and its departments, boards or commissions concerning your activities.

As a part-time employee of Alger County, you will not be eligible for any fringe benefits normally provided to the regular County employees; such as insurance, holidays, vacation, and sick leave. You would, however, be covered by the required worker's compensation and liability insurances and the provisions.

Catherine A. Pullen, Chair
Alger County Board of Commissioners

Joseph M. Cilc

Motion carried by the following vote: Ayes – Commissioners Doucette, VanLandschoot, and Mattson. Nays – Commissioner Lindstrom. Absent – Commissioner Pullen.

It was moved by Commissioner VanLandschoot and seconded by Commissioner Lindstrom to approve and authorize the Chair to sign the License and Maintenance Agreement from Cherry LAN Systems, Inc. for a new vital records system in the Clerk's office in the amount of \$8,800. Monies are to come from the Clerk's budget. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

There is no old business to discuss.

On a motion by Commissioner Lindstrom, seconded by Commissioner Doucette to authorize the Clerk to pay the quarter ending June 30, 2010 mental health appropriation to Pathways in the amount of \$8,305. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

It was moved by Commissioner VanLandschoot and seconded by Commissioner Lindstrom to authorize the Clerk to pay 50% of \$11,867 received of the convention facility payment to NorthCare Network in the amount of \$5,933.50. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

On a motion by Commissioner VanLandschoot, seconded by Commissioner Doucette to approve payment of all of the board bills as recommended by the audit committee and the Committee of the Whole. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot and Mattson. Nays – none. Absent – Commissioner Pullen.

It was moved by Commissioner VanLandschoot, and seconded by Commissioner Doucette to approve the financial reports for all funds. A full 30-page report is available upon request with the Treasurer. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

There were no miscellaneous financial matters.

There were no new resolutions.

Under committee reports Commissioner Mattson discussed LMAS. He said that Mark Miller from the State Health Department is going to make a trip to Upper Peninsula and talk to the different health boards. They would like the full boards of the counties to attend. Nick DeRusha from the Health Department has requested to be on the June 14th agenda.

Under correspondence there was one new item being a Notice of Intent for Burt Township's Fire Hall and DPW building.

Under Board comments Commissioner VanLandschoot thought that the Board did the right thing about not making any comments regarding Bryan Hill and the Munising Township zoning amendment. There was much discussion on the decision and that decision being the right one. Commissioner Lindstrom commented on Joe Cilc's department and the sub-contractors in the building department. He also said that he would like the Board to look at health insurance. He wants health insurance to be put on the next agenda. There were no other Board comments.

Public comment session was open. There was no public comment; thus, the public comment session was closed.

On a motion by Commissioner VanLandschoot and seconded by Commissioner Lindstrom to adjourn this meeting. Motion carried by the following vote: Ayes – Commissioners Doucette, Lindstrom, VanLandschoot, and Mattson. Nays – none. Absent – Commissioner Pullen.

Catherine A. Pullen, Chairwoman
Alger County Board of Commissioners

Mary Ann Froberg
Alger County Clerk