

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

JUNE 25, 2009 SESSIONS

JOURNAL 58

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JUNE 25, 2009 Planning Session

JUNE 25, 2009 SESSION

1/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Commissioners' Room of the County Services Building in the Township of Allegan on June 25, 2009, at 12:00 P.M. in accordance with the motion for adjournment of June 11, 2009, and rules of this Board; Vice-Chairman DeYoung presiding.

Upon roll call the following members answered as Commissioners for the respective Districts:

DIST #1	TERRY BURNS	DIST #7	DON BLACK
DIST #2	STEVE McNEAL	DIST #8	- EXCUSED -
DIST #3	PAUL VANECK	DIST #9	FRITZ SPREITZER [LEFT 4:11 PM]
DIST #4	MARK DeYOUNG	DIST #10	JON CAMPBELL [ARR 1:45 PM]
DIST #5	DEAN KAPENGA	DIST #11	- EXCUSED -
DIST #6	MAX THIELE		

RECESS TO CLOSED SESSION TO DISCUSS NEGOTIATIONS & ADMINISTRATOR'S CONTRACT

2/ Moved by Commissioner VanEck, seconded by Commissioner Kapenga to recess to closed session to discuss negotiations with the Road Command unit and to discuss the Administrator's contract. Motion carried by roll call vote: Yeas - 8 votes. Nays - 0 votes. Absent - 3 votes. The meeting recessed at 12:10 p.m.

C L O S E D S E S S I O N

RECONVENE/ROLL CALL - INVOCATION AND PLEDGE OF ALLEGIANCE

3/ Upon reconvening at 1:15 P.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Kapenga, Thiele, Black, and Spreitzer. Absent - Commissioner Jessup, Campbell and Jones.

The invocation was offered by District #2 Commissioner McNeal.

The County Clerk led the Board in the Pledge of Allegiance to the flag.

COMMUNICATIONS - READ BY THE CLERK-REGISTER

4/ The Clerk-Register stated that the following communications were received and distributed to Commissioners via e-mail:

1. Thank you from Russ and Alice Cronberg for the cake and commemoration of his birthday last week.
2. Letter of resignation from the Allegan County Commission on Aging from Becky Rininger.
3. Two letters from Michigan Association of Counties Resolution from Charlevoix County regarding unfunded mandates.
4. Letter from the Director of the Area Agency on Aging of Western Michigan regarding the match requirements for federal and State funding.
5. Resolution from Alger County regarding repayment of Michigan State Survey Remonumentation money from stimulus money.
6. Resolution from Alger County in opposition to the Senate Joint Resolution H relating to real estate taxes.
7. Resolution from Alger County regarding reinstatement of Revenue Sharing funds.
8. Resolution from Alger County addressing public health services funding.
9. Resolution from Alger County regarding the "Hire Michigan First" legislation.
10. Resolution from Alger County in support of Brownfield redevelopment.
11. Resolution from Bay County supporting bi-partisan health care reform.
12. Letter from Consumer's Energy regarding the observation well in the Salem Gas Storage Field.
13. Letter from Governor Granholm regarding House Bill 4893.
14. Letter from Victor Kuhlman regarding the County Jail Reimbursement program.

MINUTES OF THE APRIL 23, 2009 AND JUNE 11, 2009 SESSIONS - APPROVED AS DISTRIBUTED

5/ Moved by Commissioner Kapenga, seconded by Commissioner VanEck to approve the minutes of the April 23, 2009 and June 11, 2009 Sessions as distributed. Motion carried.

PUBLIC PARTICIPATION - COMMENTS

6/ Vice-Chairman DeYoung opened the meeting to public participation and the following individuals offered comments:

1. George Smeenge, Chairman of the Allegan County Commission on Aging gave a report on activities and

programs for Seniors and is pleased with the release of the hiring process for the Director and the work the new services person has accomplished.

AGENDA - ADOPTED AS PRESENTED

7/ Vice-Chairman DeYoung asked if there were any additions or changes to the agenda.

Moved by Commissioner VanEck, seconded by Commissioner McNeal to approve the agenda as distributed. Motion carried.

PROCLAMATIONS - ROAD RAGE

8/ Vice-Chairman DeYoung introduced Kay Shabazz to address the activities planned to bring awareness to the problem of Road Rage.

Moved by Commissioner McNeal, seconded by Commissioner Black to adopt the following resolution. Motion carried.

ROAD RAGE AWARENESS WEEK - JULY 12-18, 2009

WHEREAS, the National Highway Traffic and Safety Administration (NHTSA) defines Road Rage as "an assault with a motor vehicle or other dangerous weapon by the operator or passenger(s) of another motor vehicle, or an assault precipitated by an incident that occurred on a roadway"; and

WHEREAS, a study done by the AAA Foundation indicates an average of at least 1,500 men, women, and children are injured or killed each year in the United States from the violent acts of Road Rage; and

WHEREAS, road rage is a growing problem in Michigan as well as in our country; and

WHEREAS, we must work together as a community to reprogram the destructive attitudes and behaviors of road rage to stop the injuries, and deaths; and

WHEREAS, Reaching Out Against Road Rage (R.O.A.R.R.), a non profit (501c3 tax exempt) organization located in Muskegon

County, and other individuals and organizations are partnered in a mission to promote awareness and education in the prevention of road rage, to work to reduce the number of incidents, and to advocate for support and assistance to victims and their families in the recovery process.

THEREFORE BE IT RESOLVED, that the Allegan County Board of Commissioners proclaim the week of July 12 to 18, 2009, to be Road Rage Awareness Week; and

BE IT FURTHER RESOLVED, that we do hereby instruct the County Clerk to inscribe a page of the Journal and forward copies of this proclamation to the many local cities and townships of Allegan County to call attention to Road Rage Awareness Week.

INFORMATIONAL SESSION - PROBATE COURT

9/ Mike Buck, Probate Court Judge thanked the Board for the successful remodeling and return of the staff and courtroom to the main courthouse. He presented various tokens of his esteem.

ADMINISTRATIVE REPORT

10/ Denise Wilson presented a project update outlining the progress on the Board's top priorities to keep everyone informed. Rob stated he would like to try presenting meeting agendas in a different format, containing a brief summary and recommendation and asked the Board members to compare this form with what is being done now and let him know what they think. Becky will be contacting Board members for input. He stated that the July 9, 2009 meeting will be focused on finishing the agenda items not addressed at the retreat. The meeting will be held in the Zimmerman Room. He presented his reasoning for now recommending separate directors for Senior Services and Veteran's Services, especially the difficulty of finding a

person experienced in both areas if a vacancy occurred. It is fully possible to share clerical staff and still find a savings.

FINANCE DEPARTMENT - CLAIMS & INTERFUND TRANSFERS

11/ Moved by Commissioner Thiele, seconded by Commissioner VanEck to adopt the claims as presented. Motion carried by roll call vote: Yeas - 9 votes. Nays - 0 votes. Absent - 2 votes.

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,
Your committee on Finance has authorized the following claims for June 12, 2009. The following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board. Said claims are listed in the 2009 Claims Report, Liber ____, and Commissioners' Record of Claims.

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund	73,018.05	73,018.05	
Parks & Recreation Fund	2,784.76	2,784.76	
Central Dispatch/E911 Fund	207.11	207.11	
Friend of the Court Fund	413.25	413.25	
Health Department Fund	48,934.44	48,934.44	
Public Improvement Fund	658.20	658.20	
Palisades Emergency Planning Facility UP	1,262.18	1,262.18	
Grants	16,486.42	16,486.42	
Lee Township C.O.P.S.	150.00	150.00	
Salem/Leighton/Dorr- C.O.P.S. Grant	137.53	137.53	
Child Care-Circuit/ Family	32,975.16	32,975.16	
Senior Millage	58,347.91	58,347.91	
Building Authority Debt-Health	137.50	137.50	
Otsego Water & Sewer Debt -2000	112.50	112.50	
Casco-South Haven Debt	112.50	112.50	
Fillmore Water/Sewer #8 Debt Service	112.50	112.50	
Otsego Water/Sewer Refunding Bond	112.50	112.50	
Building Authority Const- Health	8,252.00	8,252.00	
Delinquent Tax Revolving Fund	204.10	204.10	
Drain Equip Revolving	216.99	216.99	
Self Insurance Fund	25,734.25	25,734.25	
Drain Fund	10,412.90	10,412.90	
TOTAL AMOUNT OF CLAIMS	280,782.75	280,782.75	

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,
Your committee on Finance has authorized the following claims for June 19, 2009. The following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board. Said claims are listed in the 2009 Claims Report, Liber ____, and Commissioners' Record of Claims.

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund	183,945.40	183,945.40	
Parks & Recreation Fund	636.45	636.45	

Central Dispatch/E911 Fund	183.60	183.60	
Health Department Fund	58,631.52	58,631.52	
Transportation Grant	12,775.00	12,775.00	
Public Improvement Fund	57,036.82	57,036.82	
Register of Deeds Automation Fund	36,474.00	36,474.00	
Local Corrections Officers Training Fund	750.00	750.00	
Law Library Fund	4,207.05	4,207.05	
Grants	12,303.39	12,303.39	
Fillmore Township	165.27	165.27	
Social Welfare Fund	8,477.90	8,477.90	
Senior Millage	205.80	205.80	
Building Authority Const- MCF	94,773.37	94,773.37	
Delinquent Tax Revolving Fund	34,278.29	34,278.29	
Self Insurance Fund	624,837.00	624,837.00	
Drain Fund	16,075.13	16,075.13	
TOTAL AMOUNT OF CLAIMS	1,145,755.99	1,145,755.99	

Respectfully submitted, COMMITTEE OF FINANCE

RESOLUTION—CONTINUE DECLARATION OF A LOCAL STATE OF EMERGENCY FOR ALLEGAN COUNTY

12/ **WHEREAS**, under the provisions of Section 10 of Act 390, P.A. 1976, as amended, MCLA 30.401 et seq., the Allegan County Board of Commissioners has adopted an Emergency Management Resolution ("Emergency Management Resolution"); and

WHEREAS, the terms of Article 5, Section 504 of the Emergency Management Resolution and as provided for in MCLA 30.410 (1) (b), states it is necessary for the "Declaration of a Local State of Emergency" to be affirmed by the Allegan County Board of Commissioners, if that Declaration is to remain in effect; and

WHEREAS, based upon the report by the Director of Emergency Management under the direction of the Allegan County Sheriff Office, it appears that emergency conditions still exist within Allegan County and that the continuation of the State of Emergency for twenty eight (28) days will facilitate emergency response and damage assessment efforts within Allegan County; and

NOW THEREFORE BE IT RESOLVED, that the Allegan County Board of Commissioners declares, ratifies, and continues the

"Declaration of Local Emergency" due to a series of thunderstorms, high winds, and extremely heavy rains within Allegan County, Michigan, through July 17, 2009 at 12:30pm, or until such time as the Board of Commissioners may hereafter determine, and authorized powers set forth in the Emergency Management Resolution shall continue in full force and effect; and

BE IT FURTHER RESOLVED, that the Director of Emergency Management under the direction of the Allegan County Sheriff Office, be directed to immediately forward a copy of this Resolution to the Emergency Management Division of the Michigan State Police; and

BE IF FINALLY RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this resolution are hereby repealed.

Moved by Commissioner McNeal, seconded by Commissioner Kapenga to adopt the resolution as presented and authorize the Board Chairman or Vice-Chairman to sign the appropriate documents declaring Allegan County as a "local disaster area" to be sent to Governor Granholm asking the State to consider declaring a state of emergency for Allegan County. Motion carried by roll call vote: Yeas - 9 votes. Nays - 0 votes. Absent - 2 votes.

BREAK - 2:35 P.M.

13/ Moved by Commissioner Black, seconded by Commissioner McNeal for a ten-minute break. Motion carried.

Upon reconvening at 2:45 P.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Kapenga, Thiele, Black, Spreitzer, and Campbell. Absent - Commissioners Jessup and Jones.

**BOARD OF COMMISSIONERS—APPROVE COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

14/ **BE IT RESOLVED**, that the Allegan County Board of Commissioners does hereby approve the attached County Administrator Employment Agreement; and

BE IT FURTHER RESOLVED, that the Board Chairman is authorized sign the agreement on behalf of the County.

Moved by Commissioner VanEck, seconded by Commissioner Burns to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 9 votes. Nays - 0 votes. Absent - 2 votes.

Commissioner Black read a prepared statement relating to the need to improve the evaluation process to do justice to the position.

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 27th day of July 2009, by and between the County of Allegan, Michigan through the duly elected and authorized Board of Commissioners for the County of Allegan (hereinafter referred to as the "Employer" or "Board") and Robert J. Sarro (hereinafter referred to as the "Employee" or "Administrator").

In consideration of the mutual promises contained herein, the parties do hereby agree as follows:

ARTICLE 1 - EMPLOYMENT

The Employer hereby agrees to employ the Employee as its County Administrator and the Employee hereby agrees to accept employment as County Administrator to perform the functions and duties specified in this Agreement and to perform other legally permissible and proper duties and functions, as the Board shall from time to time assign, subject to this Agreement. Attached and incorporated herein is the job description for the County Administrator position and Code of Ethics. It is agreed and understood that the Code of Ethics when adopted and the job description may be changed or modified from time to time at the sole discretion of the Employer and shall be reviewed annually.

ARTICLE 2 - TERM OF AGREEMENT

Section A - Term: The term of the Agreement shall be for a period of three (3) years, beginning July 27, 2009, and ending at midnight on July 26, 2012 (the "original term"), plus possible three-year renewals as described below.

Section B - Renewal: If during the original term of the Agreement or the term of any renewal thereof under this section, the parties do not enter into a successor to the Agreement, and the Employer does not notify the Employee in writing by the January 1 immediately preceding the end of the term (e.g., by January 1, 2012, for the original term) that it does not intend to enter into a successor to the Agreement, and the Employee completes the term, the Agreement shall automatically renew for a period of three (3) years.

Section C – No Renewal: If during the original term of the Agreement or the term of any renewal thereof under the previous section, the parties do not enter into a successor to the Agreement, and the Employer notifies the Employee in writing by the January 1 immediately preceding the end of the term (e.g., by January 1, 2012, for the original term) that it does not intend to enter into a successor to the Agreement, and the Employee completes the term, upon expiration of the term the Employer shall provide the Employee with a severance package consisting of 1) a lump-sum payment in the amount of 9/12 of the Employee's annual salary, and 2) continuation of health, dental, vision and hearing benefits at the established contribution rate for nine (9) months or until the Employee becomes eligible for benefits through another employer, whichever period of time is shorter. This severance package shall be provided to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the Employer.

ARTICLE 3 – COMPENSATION AND WORK HOURS

For all services rendered by the Employee under this Agreement, the Employer shall pay and compensate the Employee as follows:

Section A - Compensation The Employee's initial base annual salary as County Administrator shall be that provided at Grade v20 Step F of the County's established compensation plan (\$113,611.86). The Employee shall also receive any wage adjustments consistent with that which is given to the non-represented salaried employees in any given year. Said salary shall be paid in biweekly installments substantially equivalent in dollar value. Any such increases as may be recommended for this position to the County Board of Commissioners shall be implemented under the same implementation terms as may be approved by this body for other non-represented salaried positions. Any reference in this contract to hourly rate will be defined as the gross annual salary amount divided by two thousand eighty (2,080) hours.

Section B – Work Hours The normal business hours of Allegan County are Monday through Friday from 8:00 a.m. to 5:00 p.m. It is recognized that the Employee may have to devote considerable time outside of normal business hours to the business of the Employer, and to that end may take a reasonable amount of time off during normal business hours in consideration thereof. The absence will be considered "flex time" and not compensation or compensatory time. No monetary amounts will be attributed to flex time. The Employer will pay no overtime compensation to the Employee. The County Administrator will keep the Board of Commissioners informed as to extended time away from the office.

ARTICLE 4 - BENEFITS

Section A – Health Insurance: The Employee shall be provided with Health Insurance coverage that is the same coverage offered to the non-represented salaried employees. Said plan shall be a family plan. The Employer shall pay toward Health Insurance coverage for the Employee the same percentage that is paid for non-represented salaried employees. The Employee is responsible for the remainder of the premium.

Section B – Dental Insurance The Employee shall be provided with Dental Insurance coverage that is the same coverage offered to the non-represented salaried employees. Said plan shall be a family plan. The Employer shall pay toward Dental Insurance coverage for the Employee the same percentage that is paid for non-represented salaried employees. The Employee is responsible for the remainder of the premium.

Section C – Life Insurance: The Employer shall pay one hundred percent (100%) of a Term Life Insurance policy with the amount of coverage to be one and one half (1.5) times the

Employee's annual salary. The Employee shall name the beneficiary of the life insurance policy.

Section D – Vision Insurance: The Employee shall be provided with Vision Insurance coverage that is the same coverage offered to the non-represented salaried employees. The Employer shall pay toward Vision Insurance coverage for the Employee the same percentage that is paid for non-represented salaried employees. The Employee is responsible for the remainder of the premium.

Section E - Hearing Insurance: The Employee shall be provided with Hearing Insurance coverage that is the same coverage offered to the non-represented salaried employees. The Employer shall pay toward Hearing Insurance coverage for the Employee the same percentage that is paid for the non-represented salaried employees. The Employee is responsible for the remainder of the premium.

Section F – Retirement: The Employee shall be provided with Retirement Benefits that are the same offered to the non-represented salaried employees. Employee shall participate at a rate of contribution (Employee-Employer) and under the terms and conditions consistent with that which is provided other non-represented salaried employees. Employer will in no way seek to withhold or attach any portion of said funds upon the Administrator's resignation or discharge.

Section G - Disability Insurance: The Employer shall provide the Employee with a Disability Income Insurance policy as follows: Coverage shall provide at the first day of non-duty related injury or the eighth day of non-duty related illness an income equal to sixty-six percent (66%) of the Employee's regular earnings for a maximum of fifty-two (52) weeks.

Section H – Paid Time Off (P.T.O.): On January 1 of each year, the Employee will be credited with an advance of forty-eight (48) hours of paid time off (PTO). The Employee shall accrue "paid time off" hours, which may be used for any purpose (sickness, personal business, vacation, etc.), at the highest rate provided other employees. The current rate is 6.16 hours per pay period based on a calendar year in which there shall be twenty- six (26) pay periods.

The Employee shall be entitled to accrue all unused PTO up to a maximum two hundred forty hours (240). Employee will be compensated for all accrued hours in excess of two hundred forty (240) no later than February 28 of the following year. Upon separation from County employment, the Employee shall receive full pay for unused accumulated PTO hours. PTO shall not be added to the Employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the Employee's last working day and shall be paid immediately upon separation.

PTO leave shall not accrue during any unpaid leave of absence.

Paid emergency leave for the death of a member of the Employee's immediate family shall be available as follows: In the event of the death of the Employee's then current spouse, child, brother, sister, parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, for up to three (3) regularly scheduled working days (24 hours).

Section I – Automobile: The employer shall be responsible for supplying, a designated reliable automobile for use by the Employee in the performance of his/her job duties.

Section J – Holidays: The Employee shall receive Holidays off with pay in accordance with those provided to non-represented salaried employees.

Section K – Professional Development: The Employer agrees to annually budget and pay for professional dues and subscriptions for the Administrator for participation adequate to continue his professional development. Said dues expressly include, but are not limited to membership in the International City/County Management Association (ICMA) and the Michigan Local Government Management Association.

The Employer agrees to pay all costs associated with sending the Administrator to the annual ICMA Convention. Subject to annual budgeting and appropriation processes, the Employer agrees to budget and pay for travel and subsistence expenses for the Administrator to participate and attend on Employer time, the professional development activities of additional professional organizations as may be appropriate.

The Employer agrees to annually budget \$5,000 through December 31, 2009 toward the educational expenses of the Employee in attaining a Master's Degree in Public or Business Administration. Any incurred expenses will be paid directly to the institution and/or appropriate vendor in attaining said degree. Effective January 1, 2010 the Employee will be eligible to receive tuition benefits that are the same offered to the non-represented salaried employees.

Section L – No Reduction of Benefits: The Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction across the board for all non-represented salaried employees of the Employer.

ARTICLE 5 - TERMINATION OF EMPLOYMENT

The Employee's employment is at-will. The Employer may terminate the Employee during the term of this Agreement with or without notice and with or without cause.

Section A – Termination Without Cause : If the Employee is terminated without cause (as defined in Section 5-B of this Agreement) during the term of this Agreement, the Employer shall provide the Employee with a severance package consisting of 1) a lump-sum payment in the amount of 9/12 of the Employee's annual salary, and 2) continuation of health, dental, vision and hearing benefits at the established contribution rate for nine (9) months or until the Employee becomes eligible for benefits through another employer, whichever period of time is shorter. This severance package shall be provided to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the Employer.

Section B – Termination for Cause: If the Employee is terminated for cause (as defined below), the Employer shall have no obligation to pay the Employee the severance pay described in Section 5-A of this Agreement. The Employer's only obligation to Employee is to pay all compensation and benefits accrued but unpaid at the date of termination. For purposes of this Agreement, "cause" shall be defined as:

- 1) Commission of any conduct constituting a felony under Michigan law;
- 2) Commission of any conduct constituting a misdemeanor under Michigan law and involving sexual misconduct, bodily harm or dishonesty; or
- 3) Substantial failure to perform the duties of County Administrator or comply with County rules or policies.

Section C – Suspension: Pending an investigation of the conduct of the Employee, the Employer may, in its sole discretion, direct that the Employee suspend all or any part of the performance of his or her duties and may assign the performance of these duties to another person or persons. This suspension of duties shall be without loss of salary or other benefits under this Agreement until the Employee is either reinstated or terminated under this Agreement.

Section D - Termination of Agreement by Employee: The Employee may terminate employment and this Agreement at any time and shall give written notice of his resignation to the Chairperson of the Allegan County Board of Commissioners. If the Employee resigns, he or she shall not be entitled to severance pay or benefits of any kind.

If the Employee terminates employment during the term of this Agreement without giving the Employer 60 days' written notice, the Employee shall forfeit payment of any accrued PTO as well as all other accrued benefits contained in this Agreement.

Section E – Reduction(s): In the event the Employer at any time 1) reduces the salary, compensation or other benefits of the Employee in a greater amount than an applicable across-the-board reduction for non-represented salaried employees of the Employer; 2) refuses to comply with any other provision benefiting the Employee herein; or 3) the Employee resigns in lieu of discharge at the suggestion, whether formal or informal, of a majority of the Board, the Employee may, at his option, be deemed to have had his employment terminated without cause as provided herein.

ARTICLE 6 - MISCELLANEOUS ARTICLES

Section A – Miscellaneous Benefits: The Employee has the option to voluntarily enroll in any or all of the following:

- 1) Deferred Compensation Plan
- 2) Benefit 360 Life Insurance Plan
- 3) Other benefit plans that may be offered to non-represented salaried employees

The Employee may also participate in any alternative fringe benefit plans that are approved by the Allegan County Board of Commissioners and offered to the non-represented salaried employees. Such benefits include, but are not limited to, waiver of insurance coverage or participation in a cafeteria-style fringe benefit plan.

Section B – Dispute Resolution: Any claims arising out of or relating to this Agreement or the alleged breach thereof shall be settled by arbitration in the City of Allegan, Michigan, in accordance with the voluntary labor arbitration rules of the American Arbitration Association. Said decision shall be final and binding upon the Employer and the Employee. The fees of the arbitrator and the American Arbitration Association shall be borne fully by the Employer.

Section C – Entire Agreement: This Agreement contains the entire agreement of the parties. No prior or contemporaneous, oral or written, express or implied agreements shall have any effect. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties.

Section D – Seperability: If a court or other tribunal having jurisdiction over this matter deems any provision of this Agreement unenforceable or invalid, the remaining provisions of this Agreement shall remain valid and enforceable.

Section E - -Applicable Law: The terms of this Agreement are to be interpreted, construed, enforced and performed under the laws of the State of Michigan.

Section F – Binding Effect: This Agreement shall be binding upon the heirs, representatives, successors and assigns of each party.

ARTICLE 7 - GENERAL EXPENSES

General Expenses incurred by the Administrator in conducting County business shall be reimbursed in accordance with established County policies at the time the expense is incurred.

ARTICLE 8 - PERFORMANCE EVALUATION

By this Agreement, Employer and Employee acknowledge the importance of regular (annually) and complete performance evaluation of the Administrator by the Board of Commissioners.

ARTICLE 9 - INDEMNIFICATION

Except as prohibited by law, the Employer shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as County Administrator. The Employer will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the County of Allegan or the Employee personally. Said indemnification shall extend one (1) year beyond any termination of employment or the expiration of this Agreement including any extensions, to provide full and complete protection to the Employee by the County of Allegan, as described herein.

**FACILITIES MANAGMENT—AWARD BID FOR CONSTRUCTION MANAGEMENT OF
NEW ANIMAL SHELTER**

15/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves recommendation of the Animal Shelter Task Force and the request from the Facilities Management Director to award the bid for an amount not to exceed \$625,500.00, to DVK Construction, 5031 68th Street SE, Caledonia, MI, 49316, to design and build a new Allegan County Animal Shelter; and

BE IT FURTHER RESOLVED that \$449,200 from the Capital Improvement Fund Balance 2450.000.999.90.00 be appropriated for this project; and

BE IT FURTHER RESOLVED that the Board Chairman and the County Administrator are authorized to sign the necessary documents on behalf of the County and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

Moved by Commissioner Kapenga, seconded by Commissioner Burns to adopt the resolution as presented.

Moved by Commissioner McNeal, seconded by Commissioner Black to amend the motion to consider erecting a plaque commemorating the Animal Shelter Task Force for the work on this project, and to develop a process allowing the community to participate in the construction of a new building by offering donations. The motion to amend carried by roll call vote: Yeas - 7 votes. Nays - 2 votes. Absent - 2 votes

Y	TERRY BURNS	Y	DON BLACK
Y	STEVE McNEAL		TOM JESSUP
Y	PAUL VanECK	N	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA		LARRY JONES
N	MAX THIELE		

The original motion as amended carried by roll call vote:
Yeas - 7 votes. Nays - 2 votes. Absent - 2 votes.

Y	TERRY BURNS	Y	DON BLACK
Y	STEVE McNEAL		TOM JESSUP

Y	PAUL VanECK	N	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA		LARRY JONES
N	MAX THIELE		

BUDGET AND FINANCE DEPARTMENT—2010 FINANCE APPROVED GENERAL FUND REVENUE

16/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the recommendation of the County Administrator and the Budget and Finance Director to recognize for planning purposes the Finance Approved 2010 \$32,236,512 as the General Fund Revenue starting point; and

BE IT FURTHER RESOLVED that as the budget process moves forward the figure will be updated and the Board will be informed accordingly; and

BE IT FINALLY RESOLVED that the final figure will be approved in the 2010 Budget.

Moved by Commissioner Black, seconded by Commissioner McNeal to approve the resolution as presented. Motion carried.

ADMINISTRATION - PROPOSED CONSTRUCTION MANAGEMENT RFP FOR JAIL

17/ Rob stated that the proposed construction management RFP for the jail has been distributed to Commissioners on June 16, 2009. There was discussion on whether or not Commissioners had sufficient time to review the draft. Rob went through the document and addressed the changes.

Moved by Commissioner McNeal, seconded by Commissioner Spreitzer to delete the references to Juvenile space and staffing from the RFP. Motion lost on roll call vote: Yeas - 2 votes. Nays - 7 votes. Absent - 2 votes.

N	TERRY BURNS	N	DON BLACK
N	STEVE McNEAL		TOM JESSUP
N	PAUL VanECK	Y	FRITZ SPREITZER
N	MARK DeYOUNG	N	JON CAMPBELL
Y	DEAN KAPENGA		LARRY JONES
N	MAX THIELE		

Moved by Commissioner McNeal, seconded by Commissioner Black to table this resolution until the meeting on July 9, 2009. The motion to table lost on roll call vote: Yeas - 3 votes. Nays - 6 votes. Absent - 2 votes.

N	TERRY BURNS	Y	DON BLACK
Y	STEVE McNEAL		TOM JESSUP
N	PAUL VanECK	N	FRITZ SPREITZER
N	MARK DeYOUNG	N	JON CAMPBELL
Y	DEAN KAPENGA		LARRY JONES
N	MAX THIELE		

Rob explained that the general scope which included 400 to 800 bed facility was questioned. These numbers were in the original resolution passed by the Board and when the information comes back, they can be changed or re-evaluated.

Moved by Commissioner Thiele, seconded by Commissioner Burns to rescind the previous master summary timeline schedule and remake it assuming approval at the July 9, 2009 meeting date. Any questions should be submitted to the Administrator by July 2, 2009 so that he can respond by the Tuesday prior to the July 9 meeting. The motion carried.

PUBLIC PARTICIPATION - NO COMMENTS

18/ Vice-Chairman DeYoung opened the meeting to public participation and as there were no comments, he closed the meeting to public participation.

ADJOURNMENT UNTIL JULY 9, 2009 AT 1:00 P.M.

19/ Moved by Commissioner McNeal, seconded by Commissioner Thiele to adjourn until July 9, 2009 at 1:00 p.m. The motion carried and the meeting was adjourned at 4:20 p.m.


 Clerk-Register

