



CASS COUNTY BOARD OF COMMISSIONERS

COMMITTEE OF THE WHOLE

March 21, 2024

5:00 PM

1. **CALL TO ORDER** – *Chair Jones*
2. **INVOCATION** – *Commissioner Lee*
3. **PLEDGE OF ALLEGIANCE** – *Commissioner Howie*
4. **ROLL CALL** - *Clerk/Register Monica McMichael*
5. **PUBLIC COMMENT** (limit 3 minutes/person)
6. **ADDITIONS/DELETIONS TO AGENDA**
7. **APPROVAL OF THE AGENDA** – *Commissioner Laylin*
8. **APPROVAL OF FEBRUARY 15, 2024 COMMITTEE OF THE WHOLE MINUTES** – *Commissioner Marchetti*
9. **FINANCIAL REPORT**
10. **UNFINISHED BUSINESS.**
11. **NEW BUSINESS**
 - A. Resolution to Increase Cass County Planning Commissioner to 11 Members – *Planning Commission/Commissioner Marchetti/Administrator Newton*
 - B. Master Plan Commitment Agreements - *Planning Commission/Commissioner Marchetti/Administrator Newton*
 - C. Public Defender Office Renovation Project – *Administrator Newton*
 - D. Resolution in Support of Citizens for Local Choice – *Commissioner Locke/Commissioner Laylin*
 - E. 2024 Remonumentation Contracts – *GIS Director Espeland*
 - F. Early Voting & Presidential Primary Voting Expenditures – *Clerk/Register McMichael*
 - G. Historic Courthouse Update and Review – *Commissioner Laylin/Commissioner Marchetti/Administrator Newton*
 - H. Dissolution of MERS Committee – *Commissioner Laylin*
 - I. County Policy on Personal Email Use – *Commissioner Laylin*
 - J. Lawless Park Cropland Lease Agreements – *Parks Director Wyman*
 - K. FY 24 Budget Amendments – *Finance Director Rentfrow/Administrator Newton*



CASS COUNTY BOARD OF COMMISSIONERS

12. CLOSED SESSION

- A. **M-041-24** – Motion to enter a Closed Session to review Labor Negotiations and to include Clerk/Register McMichael, Sheriff Behnke, Administrator Newton, Finance Director Rentfrow, and any other party as may be designated by the Board Chair.

13. NEW BUSINESS (CONTINUED)

- L. FOPLC, Letter of Understanding – *Sheriff Behnke/Administrator Newton*

14. BOARD MEMBER COMMENTS/ANNOUNCEMENTS

15. ADJOURNMENT

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

February 15, 2024

Vice Chair Samuel Barrera called the meeting to order at 5:00 p.m. in the Commission Chambers on Thursday, February 15, 2024. Chair Jones offered the invocation. Commissioner Marchetti led the Pledge of Allegiance to the Flag of the United States of America.

Clerk/Register Monica McMichael called roll:

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

COMMISSIONERS ABSENT: James Lawrence.

PUBLIC COMMENT

Public comment occurred.

ADDITIONS/DELETIONS TO THE AGENDA

Commissioner Marchetti asked that item F. Elected Official & Chief Deputy Salary Policy be removed from the agenda and sent back to the Policy Committee. She announced that the Policy Committee would next meet on March 14, 2024, at 2:00 p.m.

APPROVAL OF THE AGENDA

Commissioner Marchetti moved, seconded by Commissioner Lee, to approve the February 15, 2024, Committee of the Whole Meeting Agenda with the deletion of item F. Motion carried by voice vote.

APPROVAL OF MINUTES

Commissioner Lee moved, seconded by Commissioner Laylin, to approve the January 18, 2024, Committee of the Whole Minutes. Motion carried by voice vote.

FINANCIAL REPORT

The Finance Report was in the packet.

UNFINISHED BUSINESS

None.

NEW BUSINESS

A. Board of Commissioners Bylaws and Rules of Procedures

Administrator Newton explained that the Board of Commissioners Bylaws and Rules of Procedure were amended at the January 2024 Workshop.

Commissioner Laylin moved, seconded by Chair Jones, to place the item on the March 7, 2024, Regular Board Meeting Agenda.

B. Resolution Designating One-Year Term for Chair

MCL 46.3 provided that the Chair of the County Board of Commissioners serve for a two-year term. In order to account for the one-year term that the Chair of the Cass County Board of Commissioners served, the board was presented with a resolution to formally approve a one-year term. Commissioner Marchetti noted a mistake in the resolution language. Administrator Newton stated that he would correct the error before the resolution appeared on the March 7, 2024, Regular Board Meeting Agenda.

Commissioner Marchetti moved, seconded by Commissioner Laylin, to place item B. on the March 7, 2024, Regular Board Meeting Agenda.

C. Election Inspector Salary

Clerk/Register Monica McMichael requested the board approve a new line item in order to fund temporary election inspectors necessary to work early voting. McMichael requested \$30,000 to fund inspectors for nine days of early voting prior to the February 27, 2024, Presidential Primary Election, and the August 8, 2024, Primary Election, that fell in FY 2024.

Commissioner Marchetti moved, seconded by Commissioner Laylin, to place item C. on the March 7, 2024, Regular Board Meeting Agenda.

D. Interlocal Agreements for IT Services

Administrator Newton requested that board members approve IT Service Interlocal Agreements for the Medical Care Facility and the Road Commission. The proposed agreements would provide \$78,900.00 in increased revenues to the County to offset costs to provide the services noted in the agreements and to provide for upgrades to refine service offerings.

Commissioner Laylin moved, seconded by Commissioner Lee, to place item D. on the March 7, 2024, Regular Board Meeting Agenda.

E. Mileage Reimbursement Policy

Administrator Newton explained that the updated mileage reimbursement policy would allow for uniform application of mileage reimbursement across the county and would ensure a consistent practice in how travel was handled.

Commissioner Marchetti moved, seconded by Commissioner Lee, to place item E. on the March 7, 2024, Regular Board Meeting Agenda.

G. FY 24 Budget Amendments

Administrator Newton requested the board approve three proposed budget amendments for FY 2024. Finance Director Rentfrow added explanations on the budget amendments.

Commissioner Locke moved, seconded by Commissioner Laylin, to place item G. on the March 7, 2024, Regular Board Meeting Agenda.

H. Medical Examiner

Sheriff Behnke explained that Dr. DeJong stepped down as Chief Medical Examiner for Western Michigan University Homer Stryker Medical School (WMED). As required by MCL 52.501a, commissioners approved the new Medical Examiners and Deputy Examiners.

Chair Jones moved, seconded by Commissioner Laylin, to place item H. on the March 7, 2024, Regular Board Meeting Agenda.

I. Prosecutor's Office Wage & Salary Discussion

Prosecutor Fitz and Chief Assistant Prosecutor Mary Foster shared a presentation on issues regarding wages within the Prosecutor's Office.

Commissioner Laylin moved, seconded by Commissioner Marchetti, to create a committee to explore a law enforcement millage. An official vote to create the committee would appear on the March 7, 2024, Regular Board Meeting Agenda. Commissioners Laylin, Marchetti and Howie would serve on the committee. Administrator Newton would also sit on the committee.

It was also agreed that Administrator Newton would prepare and send out an RFP for a class/comp study. Chair Jones moved, seconded by Commissioner Laylin, to create a committee to draft the RFP that would include all elected officials as well as Commissioners Lawrence, Howie and Locke.

F. Opioid Settlement Funding Plan

Chief Judge Bealor and Woodlands employee Bob Weber offered a PowerPoint presentation on behalf of the Opioid Committee.

CLOSED SESSION

M-024-24

Commissioner Locke moved, seconded by Commissioner Lee, to enter a Closed Session to discuss the February 9, 2024, confidential written legal opinion from the County's legal counsel, which was subject to attorney-client privilege and to include County Administrator Newton, Finance Director Rentfrow, and Clerk/Register McMichael.

The Chair instructed the Clerk to call roll:

Yes (7): Commissioners Marchetti, Laylin, Barrera, Jones, Howie, Locke and Lee.

No (0): None.

Absent (1): Commissioner Lawrence.

Commissioner Laylin left the meeting at 6:44 p.m.

The meeting entered closed session at 6:44 p.m.

The meeting returned to open session at 7:31 p.m.

BOARD MEMBER COMMENTS/ANNOUNCEMENTS

Commissioner Marchetti made an announcement.

ADJOURNMENT

The meeting adjourned at 7:31 p.m.

Approved: _____
Date

Samuel Barrera, Vice Chair

Monica McMichael, Clerk/Register

DRAFT

CASS COUNTY

FINANCE DIRECTOR

TO: CASS COUNTY BOARD OF COMMISSIONERS
FROM: JENNIFER RENTFROW / FINANCE DIRECTOR
DATE: FEBRUARY 29, 2024
RE: FINANCIAL REPORT

GENERAL FUND BUDGET TO ACTUAL SUMMARY REPORT

Attached you will find the General Fund Budget to Actual Summary Report. The report reflects the fiscal year budget & year-to-date activity total from October 1, 2023 through February 29, 2024, (FYE 9/30/24).

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

DEPARTMENT BUDGETS:

Survey & Remonumentation – Most expenses occur in December & January to satisfy grant requirements.

Mental Health – We have paid 50% of the annual appropriation.

NOTES:

We are currently in the final stages of completing our annual audit and concurrently engaged in the renewal process for our liability insurance. Following the conclusion of the audit (March 31 deadline for the State of Michigan), our focus will shift to budgeting preparations.

**GENERAL FUND REVENUE BUDGET TO ACTUAL SUMMARY
AS OF 2/29/2024 (41.67% of Fiscal Year 2023-2024)**

	ACTUAL @ 2/29/2023	2023-2024 ORIGINAL	2023-2024 AMENDED	ACTIVITY FOR FEBRUARY 2024	ACTUAL @ 2/29/2024	AVAILABLE BALANCE	% BDGT USED
REVENUE SOURCES LESS GRANT/REIMBURSEMENTS:							
FEES/SERVICES/PERMITS	617,420	1,727,834	1,727,834	99,003	512,055	1,215,779	29.64%
INTEREST & RENTS	134,626	156,500	156,500	60,574	249,030	(92,530)	159.12%
STATE FUNDING	914,001	2,945,948	2,992,410	315,708	946,756	2,045,654	31.64%
TRANSFERS IN	181,000	992,365	992,365	0	0	992,365	0.00%
TAXES	352,674	13,094,361	13,094,361	520,488	874,595	12,219,766	6.68%
SUB TOTAL	2,199,721	18,917,008	18,963,470	995,774	2,582,436	16,381,034	13.62%
GRANT/REIMBURSEMENTS:							
GRANTS	355,586	1,699,423	2,062,423	158,960	353,296	1,709,127	17.13%
LOCAL CONTRIBUTIONS	81,878	563,427	563,427	37,034	142,860	420,567	25.36%
REIMBURSEMENTS/OTHER REVENUE	28,263	178,412	178,412	30	26,052	152,360	14.60%
FUND BALANCE ALLOCATION	0	814,472	814,472	0	0	814,472	0.00%
SUB TOTAL	465,727	3,255,734	3,618,734	196,024	522,208	3,096,526	14.43%
TOTAL REVENUES	2,665,448	22,172,742	22,582,204	1,191,798	3,104,644	19,477,560	13.75%
TOTAL EXPENSES (See Detail Below)	8,261,363	21,922,507	22,331,969	1,560,349	7,943,064	14,388,905	35.57%

**GENERAL FUND EXPENSE BUDGET TO ACTUAL SUMMARY
AS OF 2/29/2024 (41.67% of Fiscal Year 2023-2024)**

	ACTUAL @ 2/29/2023	2023-2024 ORIGINAL	2023-2024 AMENDED	ACTIVITY FOR FEBRUARY 2024	ACTUAL @ 2/29/2024	AVAILABLE BALANCE	% BDGT USED
172 - ADMINISTRATOR	128,494	285,460	285,460	21,424	122,304	163,156	42.84%
191 - ACCOUNTING DEPT	174,685	467,695	467,695	35,085	195,479	272,216	41.80%
215 - CLERK/ROD	248,256	641,805	641,805	44,010	251,616	390,189	39.20%
228 - INFORMATION TECHNOLOGY	355,201	1,081,059	1,081,059	41,945	408,916	672,143	37.83%
233 - PURCHASING	74,571	166,000	166,000	20,392	54,707	111,293	32.96%
243 - PROPERTY DESCRIPTION DEPT	143,309	460,602	460,602	22,828	155,019	305,583	33.66%
245 - COUNTY SURVEY & REMONUMENTATION	45,614	54,079	54,079	0	53,021	1,058	98.04%
253 - TREASURER	190,204	481,841	481,841	36,273	196,487	285,355	40.78%
257 - ASSESSOR / EQUALIZATION DEPT	114,029	308,179	308,179	22,979	117,431	190,748	38.10%
262 - ELECTIONS	42,842	166,200	166,200	20,068	42,234	123,966	25.41%
265 - BUILDINGS & GROUNDS	416,335	1,167,571	1,167,571	110,906	448,686	718,885	38.43%
266 - ATTORNEY / CORP COUNSEL	21,649	70,000	70,000	0	14,637	55,363	20.91%
271 - INSURANCE / TAXES	208,985	538,615	538,615	5,782	242,760	295,855	45.07%
276 - COURT GRANTS	230,284	826,724	1,258,186	59,244	241,456	1,016,730	19.19%
279 - FAMILY / JUVENILE COURT	348,113	885,153	873,153	56,940	341,435	531,718	39.10%
283 - CIRCUIT COURT	129,529	341,830	341,830	28,504	139,802	202,028	40.90%
286 - DISTRICT COURT	384,322	951,471	951,471	72,949	378,221	573,250	39.75%
289 - FRIEND OF THE COURT	511,931	1,213,629	1,213,629	91,396	495,857	717,772	40.86%
294 - PROBATE COURT	213,382	516,515	516,515	39,039	217,751	298,764	42.16%
296 - PROSECUTING ATTORNEY	438,597	1,144,879	1,144,879	82,793	455,421	689,458	39.78%
301 - SHERIFF	1,147,493	3,136,812	3,136,812	202,201	1,065,681	2,071,131	33.97%
304 - LAW & COURTS SECURITY	67,714	180,427	180,427	11,311	56,470	123,957	31.30%
316 - SECONDARY ROAD PATROL	38,978	108,222	108,222	7,518	43,066	65,156	39.79%
331 - MARINE LAW ENFORCEMENT	1,454	45,408	45,408	93	1,515	43,893	3.34%
345 - PUBLIC SAFETY DEPT	112,268	457,311	457,311	33,044	130,336	326,975	28.50%
351 - JAIL OPERATION	1,256,030	3,436,896	3,436,896	217,892	1,271,053	2,165,843	36.98%
426 - EMERGENCY MGMT / HOMELAND SECURITY	43,284	104,504	104,504	7,440	43,561	60,943	41.68%
430 - ANIMAL CONTROL	179,702	437,776	437,776	27,281	171,723	266,053	39.23%
441 - PUBLIC WORKS	208	900	900	0	272	628	30.17%
442 - DRAIN COMMISSIONER	52,746	128,403	128,403	10,791	50,542	77,861	39.36%
528 - WASTE COLLECTION/DISPOSAL	3,630	27,800	27,800	292	292	27,508	1.05%
568 - SOIL CONSERVATION	5,000	10,000	10,000	0	10,000	0	100.00%
601 - HEALTH DEPARTMENT	0	293,544	293,544	0	73,386	220,158	25.00%
631 - SUBSTANCE ABUSE	271	60,000	60,000	0	0	60,000	0.00%
648 - MEDICAL EXAMINER	95,093	172,000	172,000	11,456	45,198	126,802	26.28%
649 - MENTAL HEALTH	57,000	122,000	122,000	30,500	61,000	61,000	50.00%
681 - VETERANS' BURIALS	3,061	10,000	10,000	300	1,175	8,825	11.75%
682 - VETERANS' COUNSELOR	51,520	138,562	138,562	6,953	38,520	100,042	27.80%
701 - PLANNING COMMISSION	607	24,018	24,018	0	451	23,567	1.88%
710 - COOPERATIVE EXTENSION	61,924	133,332	133,332	3,085	55,330	78,002	41.50%
751 - PARKS & RECREATION	88,789	252,828	252,828	15,690	88,310	164,518	34.93%
966 - TRANSFERS OUT	574,262	872,457	862,457	161,946	161,946	700,511	18.78%

ACTUAL @ 2/29/2023	2023-2024 ORIGINAL	2023-2024 AMENDED	ACTIVITY FOR FEBRUARY 2024	ACTUAL @ 2/29/2024	AVAILABLE BALANCE	% BDGT USED
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TOTAL EXPENDITURES	8,261,363	21,922,507	22,331,969	1,560,349	7,943,064	14,388,905	35.57%
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FUND BALANCE ALLOCATION ANALYSIS

UNASSIGNED FUND BALANCE 9/30/15	5,126,404	<i>PER 9/30/15 Comprehensive Financial Report</i>
UNASSIGNED FUND BALANCE 9/30/16	5,449,774	<i>PER 9/30/16 Comprehensive Financial Report</i>
UNASSIGNED FUND BALANCE 9/30/17	6,011,346	<i>PER 9/30/17 Comprehensive Financial Report</i>
UNASSIGNED FUND BALANCE 9/30/18	5,779,269	<i>PER 9/30/18 Comprehensive Financial Report</i>
UNASSIGNED FUND BALANCE 9/30/19	6,073,472	<i>PER 9/30/19 Comprehensive Financial Report</i>
UNASSIGNED FUND BALANCE 9/30/20	7,950,059	<i>PER 9/30/20 Comprehensive Financial Report</i>
UNASSIGNED FUND BALANCE 9/30/21	8,704,098	<i>PER 9/30/21 Comprehensive Financial Report</i>
UNASSIGNED FUND BALANCE 9/30/22	9,018,784	<i>PER 9/30/22 Comprehensive Financial Report</i>
ADOPTED FUND BALANCE ALLOCATION	1,849,469	<i>Original 2022-2023 Budget as adopted</i>
	249,660	<i>Adjustments to FY 23 Budget</i>
ADOPTED FUND BALANCE ALLOCATION	814,472	<i>Original 2023-2024 Budget as adopted</i>

2,913,601

EST. UNASSIGNED FUND BALANCE 9/30/24

6,105,183



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Planning Commission/County Administrator Newton

DATE: March 21, 2024

RE: Increase Planning Commissioner Members

REQUEST:

Approve for Resolution to increase Cass County Planning Commission to 11 members be added to the April 11th Regular Meeting.

BACKGROUND:

The Michigan Planning Enabling Act, PA 33 of 2008, provides that County Planning Commissions may be comprised of 5, 7, 9, or 11 members. This was last explored in 2009, when the Commission was expanded from 7 to 9 members. As we embark upon the process of updating the County Master Plan, an expansion to include a wider sub-set of members that can bring a more inclusive view of interests across the County makes sense. Ensuring that we have effectively captured the interests of the entire County, insofar as practicable at least, will lead to a more effective plan that truly identifies that goals and objectives that will have the biggest impact.

REVIEWS:

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

Planning Commission, Administration

FINANCIAL ANALYSIS:

With the addition of 2 members, you could, potentially, see an increase in per diem and mileage for both seats. However, based on the membership requirements of PA 33 of 2008, it would likely make sense to add 1 Commissioner and 1 member from the public. So, in essence, you would increase costs by the cost of one new member as you would not pay per diem or mileage for the newly assigned Commissioner. For one member, you'd see an approximate cost of approximately \$500.00 per year depending, including mileage.

RECOMMENDATION:

Motion to approve the Resolution to Increase the Cass County Planning Commission to 11 members be added to the Consent Agenda of the April 11th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-###-24

A RESOLUTION TO INCREASE THE COUNTY PLANNING COMMISSION MEMBERSHIP

WHEREAS, MCL 125.3815(2), authorizes a County Planning Commission which shall consist of 5, 7, 9, or 11 members;

WHEREAS, the Cass County Planning Commission has previously been established by the Cass County Board of Commissioners consisting of 9 members; and

WHEREAS, the Cass County Planning Commission desires to increase the membership of the County Planning Commission to ensure increased representation of the entire territory of Cass County to the extent practicable.

NOW, THEREFORE, BE IT RESOLVED that the Cass County Board of Commissioners hereby increases the membership of the Cass County Planning Commission to eleven members representing important segments of economic, governmental, educational, and social development of Cass County in accordance with the major interests as they exist in the County such as agriculture, education, government, transportation, industry, and commerce; and

BE IT FURTHER RESOLVED that these members shall be appointed by the Board of Commissioners, in accordance with MCL 125.3815(5); and

BE IT FURTHER RESOLVED that the appointments shall initially be as follows:

- 1) One appointment to a term ending 07/31/26.
- 2) One appointment to a term ending 07/31/27.

BE IT FURTHER RESOLVED that all previous resolutions and parts of resolutions insofar as they conflict with this resolution are hereby repealed.

ADOPTED THIS 11th DAY OF APRIL 2024

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Cass County Planning Commission

DATE: March 21, 2024

RE: Joint Master Plan Update – Local Share Contribution

REQUEST:

Approve for the Joint Master Plan Commitment Agreements be added to the April 11th Regular Meeting.

BACKGROUND:

As approved in February, the Cass County Planning Commission is embarking upon an update of the County's Joint Master Plan with McKenna. In coordination with this effort, as we had planned to do last year, the Planning Commission is proposing to utilize a local cost sharing agreement as was done during the last Master Plan update. The agreement was updated for use for this update and is attached, as proposed, for Pokagon Township, Village of Vandalia, Volinia Township, and Wayne Township.

The attached agreements had originally been approved back in June 2023, before the vendor issues had arisen in needing to select McKenna as our new vendor. As part of that process, any payments that had been made by the local units were returned and the agreements cancelled until such time that a new plan was in place.

Now, with the approval of McKenna in February, the Planning Commission is preparing to start the process and the time has come to reengage with our local units that wish to participate in the Joint Master Plan. I anticipate that all of our original interested parties will still wish to go forward. The only change in this agreement is a slight adjustment in the proposed cost sharing. Due to the increase in costs from selecting McKenna we are increasing the local contribution from \$1,500 to \$2,000 due to the increased cost of the proposal. But, this is still a fair cost sharing agreement that provides incredible value to our local units that choose to participate.

REVIEWS:

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

Cass County Planning Commission, Administration

FINANCIAL ANALYSIS:

The \$2,000.00 contributed from each local unit will help defray a portion of the overall cost of the project as well as cover any additional costs that could result pertaining to their inclusion in the Joint Master Plan.

RECOMMENDATION:

Motion to approve for the Master Plan Commitment Agreements to be added to the Consent Agenda of the April 11th Regular Meeting.



CASS COUNTY PLANNING COMMISSION

TO: Pokagon Township Supervisor
Township Trustees
Township Planning Commission

FROM: Cass County Planning Commission

Greetings,

For the past several months, the Cass County Planning Commission has been working to identify and finalize a new vendor to assist us in the creation of our Joint Master Plan. As we had previously communicated, the path to getting this project moving has had a few challenges that have caused unfortunate delays. It was unforeseen and frustrating that the Planning Commission had to abandon the previous agreement and seek out a new vendor. However, we are supremely confident in the approved Agreement we now have with McKenna and are confident that this will provide a fantastic option for our Joint Master Plan. We know this new path will result in a plan, of which, we can all be proud and will effectively guide us for many years into the future.

As we had originally proposed last year, the Cass County Planning Commission believes that a commitment from the municipalities is an important step. For everyone that completed the prior Commitment Agreement, we are truly grateful for your patience and understanding as we've worked to address the matter and find the best path forward. Below is a summary of the information as it pertains to the new agreement with McKenna.

Therefore: The Cass County Planning Commission submits the following:

1. The Joint Master Plan Project through McKenna was approved by the Cass County Board of Commissioners at a cost of \$50,000.00 that will be spread out across the County's FY 24 and FY 25 budget years.
2. The participating municipalities will each be asked to contribute \$2,000.00 on or before May 15, 2024.
3. The timeframe for the project is anticipated to be 12 months or less.
4. If any local municipality may require a payment plan or needs to allocate funding across fiscal years, please reach out to County Administrator Newton.

The Board of Commissioners has committed \$50,000.00 to the Joint Master Plan Update Project and we are asking for a commitment from the four municipalities of \$2,000.00 for the project. By signing the space below, each of the four municipalities is agreeing to pay up to \$2,000.00 for the Joint Master Plan.

If you have any questions, please get in touch with Cass County Planning Commission Chair Dan Stutsman at (574) 215-9563, County Commissioner Roseann Marchetti (269) 414-9592, or County Administrator Matthew Newton at (269) 445-4420.

We thank you for your interest in the project and look forward to working with the representatives of Pokagon Township.

Matthew Newton, County Administrator

Date



CASS COUNTY PLANNING COMMISSION

Linda Preston, Township Supervisor

Date

Christina Davis, Township Clerk

Date



CASS COUNTY PLANNING COMMISSION

TO: Village of Vandalia President
Village Trustees
Village Planning Commission

FROM: Cass County Planning Commission

Greetings,

For the past several months, the Cass County Planning Commission has been working to identify and finalize a new vendor to assist us in the creation of our Joint Master Plan. As we had previously communicated, the path to getting this project moving has had a few challenges that have caused unfortunate delays. It was unforeseen and frustrating that the Planning Commission had to abandon the previous agreement and seek out a new vendor. However, we are supremely confident in the approved Agreement we now have with McKenna and are confident that this will provide a fantastic option for our Joint Master Plan. We know this new path will result in a plan, of which, we can all be proud and will effectively guide us for many years into the future.

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We thank you for your interest in the project and look forward to working with the representatives of the Village of Vandalia.

Matthew Newton, County Administrator

Date



CASS COUNTY PLANNING COMMISSION

Beverly Young, Village President

Date

Beth James, Village Clerk

Date



CASS COUNTY PLANNING COMMISSION

TO: Volinia Township Supervisor
Township Trustees
Township Planning Commission

FROM: Cass County Planning Commission

Greetings,

For the past several months, the Cass County Planning Commission has been working to identify and finalize a new vendor to assist us in the creation of our Joint Master Plan. As we had previously communicated, the path to getting this project moving has had a few challenges that have caused unfortunate delays. It was unforeseen and frustrating that the Planning Commission had to abandon the previous agreement and seek out a new vendor. However, we are supremely confident in the approved Agreement we now have with McKenna and are confident that this will provide a fantastic option for our Joint Master Plan. We know this new path will result in a plan, of which, we can all be proud and will effectively guide us for many years into the future.

As we had originally proposed last year, the Cass County Planning Commission believes that a commitment from the municipalities is an important step. For everyone that completed the prior Commitment Agreement, we are truly grateful for your patience and understanding as we've worked to address the matter and find the best path forward. Below is a summary of the information as it pertains to the new agreement with McKenna.

Therefore: The Cass County Planning Commission submits the following:

1. The Joint Master Plan Project through McKenna was approved by the Cass County Board of Commissioners at a cost of \$50,000.00 that will be spread out across the County's FY 24 and FY 25 budget years.
2. The participating municipalities will each be asked to contribute \$2,000.00 on or before May 15, 2024.
3. The timeframe for the project is anticipated to be 12 months or less.
4. If any local municipality may require a payment plan or needs to allocate funding across fiscal years, please reach out to County Administrator Newton.

The Board of Commissioners has committed \$50,000.00 to the Joint Master Plan Update Project and we are asking for a commitment from the four municipalities of \$2,000.00 for the project. By signing the space below, each of the four municipalities is agreeing to pay up to \$2,000.00 for the Joint Master Plan.

If you have any questions, please get in touch with Cass County Planning Commission Chair Dan Stutsman at (574) 215-9563, County Commissioner Roseann Marchetti (269) 414-9592, or County Administrator Matthew Newton at (269) 445-4420.

We thank you for your interest in the project and look forward to working with the representatives of Volinia Township.

Matthew Newton, County Administrator

Date



CASS COUNTY PLANNING COMMISSION

Larry Davis, Township Supervisor

Date

Annette Peters, Township Clerk

Date



CASS COUNTY PLANNING COMMISSION

TO: Wayne Township Supervisor
Township Trustees
Township Planning Commission

FROM: Cass County Planning Commission

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We thank you for your interest in the project and look forward to working with the representatives of Wayne Township.

Matthew Newton, County Administrator

Date



CASS COUNTY PLANNING COMMISSION

Frank Butts, Township Supervisor

Date

Kurt Reich, Township Clerk

Date



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Administrator Newton

DATE: March 21, 2024

RE Public Defender's Office Renovation Project

REQUEST:

Approve for quote from Elite Companies to completed Public Defender's Office Renovation Project in the amount of \$44,197.00 be added to the April 11th Regular Meeting.

BACKGROUND:

As we had discussed during the MIDC Grant, this year we had several major changes in store for the evolution of the program. This included the addition of a Public Defender Administrator as well as the creation of a new Public Defender's Office. Since October 2023, we have been working through the design process to create a solution that will enable the Public Defender Office to work efficiently and provide a space that suits their needs.

The project was sent out for bid to 6 contractors. Of the 6, only 1 responded in the affirmative. In many ways, this was not unanticipated. The project is relatively small in terms of overall construction work and there was likely to be increased cost with mobilization of construction activity even on that small scale. However, Elite Companies did submit a proposal. They indicated that through their current mobilization of work on the Historic Courthouse, they would not carry a significant mobilization cost as they are already performing work for the County and were more than willing to complete the work in tandem with the work being done on the Courthouse Renovation Project.

Intersect Studio reviewed the bid and provided the recommendation to enter into the contract with Elite to move the project forward.

REVIEWS:

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

Administration, Public Defender's Office

FINANCIAL ANALYSIS:

The total cost of the proposal is \$44,197.00 and is fully covered through the MIDC Grant. So, there is no increased cost to the County to move the project forward.

RECOMMENDATION:

Motion for the Elite Companies contract for the Public Defender Office Renovation Project be added to the Consent Agenda of the April 11th Regular Meeting.

March 4, 2024

County Administration Office
Cass County
120 North Broadway, Suite 200
Cassopolis, MI 49031

Attn: Cass County Board of Commissioners
Ref: Cass MIDC Office Renovation, Letter of Recommendation for Award

Dear Commissioners,

A request for bids was sent out to six (6) Southwest Michigan contractors for the Cass MIDC Renovation project on Friday, Feb 2, 2024, requesting confirmation of intent to bid and for bids to be returned to County Administrator Matthew Newton by 12:00pm (noon) Monday, Feb. 19, 2024.

Review of Intent to Bid responses

The following responses from the Contractors were received by Intersect:

Contractor Name	Intent to Bid	By
AVB, Inc, Portage MI	Declined	2/2/24 email
Elite Companies, Kalamazoo MI	Confirmed	2/5/24 email
Frederick Construction, Kalamazoo MI	Declined	2/5/24 email
JMC Contracting, Three Rivers MI	Declined	2/8/24 email
Kalleward Group, Kalamazoo MI	Declined	2/9/24 email
Miller-Davis Company, Portage MI	Declined	2/8/24 email

A bid was received by the deadline by Elite Companies, Inc. from Kalamazoo, Michigan, in the overall amount of \$44,197.00.

Recommendation

We recommend you enter into a contract with Elite Companies for the sum of \$44,197.00 based on the below criteria:

1. Review of proposal- the bid was reviewed by myself & appears to include all scope that was requested in the bid documents. The bid also shows understanding of the project scope.
2. Elite is the current Construction partner on the Cass County Courthouse project so their teams are already mobilized & working locally. As such, Elite was able to eliminate mobilization and resource allocation costs for this project & start work in a timely manner.

3. Responsiveness to inquiries by Intersect Studio & current working relationship with Cass County team.
4. Sole responsive bidder

Should you have any additional questions or need additional information, please don't hesitate to contact me.

Sincerely yours,



Lindsay Reed, Architect, Project Manager
lindsay@intersect-studio.com
269-360-8006



GENERAL CONTRACT PROPOSAL



BUILDING CONSTRUCTION CONFIDENCE

WE BUILD

CONFIDENCE

ELITE COMPANIES is an LLC in the State of Michigan (EIN# - 83 - 1753563) headquartered in Kalamazoo, Michigan and was officially founded in 2017. Our intent is to assist our clients by being an extension of their vision to bring a comprehensive approach to construction and ensure project success.

Our organizational structure and intentional approach allow us to remain very flexible and cost effective in an everchanging industry of value-maximizing delivery methods. This amounts to several advantages directly reflected and measured in our commitments and services to our clients.

Our team is comprised of industry veterans with a proven track record of success and value driven construction management with over 100 years of experience collectively.

ELITE GENERAL CONTRACTING: TAKING GENERAL TO A NEW LEVEL.

Through our general contracting obligations, we maintain the highest level of service that creates measurable value with a cost-effective approach.

ELITE CONSTRUCTION MANAGEMENT: INTENTIONALLY DIFFERENT EXCEPTIONAL SERVICE THROUGHOUT A PROJECT'S LIFE CYCLE.

ELITE COMPANIES is the next generation of CM services and is committed to a best-in-class construction management experience. Within each phase, initiation, preconstruction, execution, monitoring and control, and project closure, we bring high-level, economic and strategic value to our client's projects and growth strategies.

ELITE OWNER'S REPRESENTATION: AN EXTENSION OF YOUR MISSION.

As an extension of your mission, our team will assist in progressing your vision. With an owner's representative delivery model, we help you capitalize on all project efficiencies with focused management goals as a stakeholder in your school district's business strategies.

ELITE DESIGN-BUILD: MODERNIZING CONSTRUCTION TRADITION WITH SOLE-SOURCE BUILDING AND DESIGN.

One entity, one contract, one unified flow of work from initial concept through completion.

CASS COUNTY LAW & COURTS
MIDC OFFICE RENOVATION PROJECT
BID FORM

Date: Feb. 19th 2024
Property Owner: Cass County Courts
Project: MIDC Office Renovation
Name of Contractor: ELITE COMPANIES
Contractor Address: 211 E. Water St. Ste 201, Kalamazoo, MI 49007
Contact Person: James D. Feltch, President + CEO
Phone Number: 269-806-2141
Email Address: jim.feltch@elite-companies.com

The undersigned agrees to execute the work and provide all labor, materials, equipment and services necessary to complete the work described in and in accordance with all applicable laws of the State of Michigan and in accordance to all specified requirements as defined with the proposal for the project.

TOTAL CONTRACT PRICE

of: Forty-Four Thousand, One-Hundred & Ninety-Seven Dollars and 00/100 dollars(\$ 44,197.00)

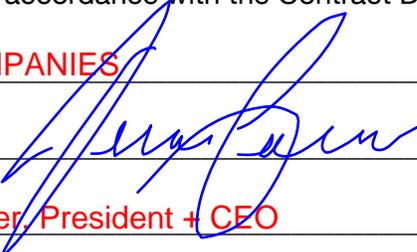
The undersigned is prepared to initiate the work on: Contract Approval
The undersigned expects to complete the work by: 30 Days - Based on Procurement

The undersigned acknowledges the right of the Owner to accept any proposals, to reject any or all proposals, or to waive any formalities in the bidding. In connection with the project for which this Bid is entered, the undersigned certifies that: 1) he/she is familiar with the contents of the Request for Proposals and the Specifications; 2) he/she has examined the necessary requirements as defined; and 3) he/she is fully informed of the facilities involved. The undersigned certifies that he/she is qualified and trained in the installation aspects for this project. Provide any bid clarifications on following page.

The undersigned further agrees:

- To hold this Bid open for ninety (90) days after the day of Bid Opening.
- To enter into and execute a Contract.
- To accomplish the work in accordance with the Contract Documents.

Name of Company: ELITE COMPANIES

Signature of Corporate Principal:  Date: 2/19/24

Title of Corporate Principal: Owner, President + CEO

GC BID ANALYSIS SUMMARY



CASS COUNTY Government
Cass County Courts MIDC Office
ECM Job No.: 24-XXX

Intersect A/E

Today's Date: 19-Feb-24
Bid Date: 19-Feb-24

Bid Package	Work Description	BUDGET	Base Bid W/O Alternates	Recommended Contractor	ALTERNATE 1	Total of Alternates	Award (Including Selected Alts)
General Conditions							
	Preconstruction (Staffing)	1,500	1,500			0	1,500
	Preconstruction (Reimbursable)	0	0			0	0
	PERFORMANCE BOND AND LABOR BOND	0	0			0	0
	Living / Travel Expenses	0	0			0	0
	Construction & Post (Staffing)	3,000	3,000			0	3,000
	Construction & Post (Reimbursable)	0	0			0	0
	Outside Services	0	0			0	0
	Construction Facilities	0	0			0	0
	Subtotal	4,500	4,500			0	4,500
Site Specific Expenses							
	Material Testing	0	0			0	0
	Site Surveying / Layout	0	0			0	0
	Temp Utilities	0	0			0	0
	Construction Facilities	0	0			0	0
	Construction Aids	0	0			0	0
	Temporary Barriers & Enclosures	500	500			0	500
	Product Storage & Handling	0	0			0	0
	Housekeeping	750	750			0	750
	Dumpsters	0	0			0	0
	Permits & Fees	3,975	3,975			0	3,975
	BUILDING PERMIT	2,250	2,250			0	2,250
	PLAN REVIEW FEE	BY ARCHITECT	BY ARCHITECT			0	BY ARCHITECT
	STORM SEWER ASSESSEMENT	0	0			0	0
	SANITARY SEWER ASSESSEMENT	0	0			0	0
	WATER SERVICE ASSESSEMENT	0	0			0	0
	LIABILITY INSURANCE	1,725	1,725			0	1,725
	BUILDER'S RISK INSURANCE	BY OWNER	BY OWNER			0	BY OWNER
	Subtotal	5,225	5,225			0	5,225
Trade Costs							
2.5	Building Demolition	7,838	7,838	ELITE Companies		0	7,838
6.1	General Trades	10,232	10,232	Cook Jackson		0	10,232
9.6	Floor Covering	5,594	5,594	Great Lakes Flooring		0	5,594
9.9	Painting	1,884	1,884	H&H Painting		0	1,884
26.1	Electrical	6,820	6,820	Hi-Tech Electrical		0	6,820
	Subtotal	32,368	32,368		0	0	32,368
Allowances							
	Allow	0	0				0
	Allow	0	0				0
	Allow	0	0				0
	Subtotal	0	0				0
BUILDING SUBTOTAL		42,093	42,093			0	42,093
	CONSTRUCTION CONTINGENCY	0.00%	0			0	0
	CM FEE	5%	2,105			0	2,105
Construction Total		0	44,197			0	44,197

Rockwood RM3301

MegaTek Pull

Straight Pull - Flat Ends

Experience a safer
and more open world



SPECIFICATIONS:

MATERIAL:

Aluminum, Brass, Bronze,
Stainless Steel

OPTIONS:

For optional mid-post, suffix
the product number with
"MP" (example: RM3301MP).
Over 96" available on select
finishes.

ORDERING:

Specify CTC and overall
length

MOUNTING NOTE:

1HD, 5HD, 6HD, 8HD, 12HD,
13HD, 15HD

AVAILABLE FINISHES:

- US3/605
- US4/606
- US10/612
- US10B/613
- 10BE/613E
- US28/628
- US32/629
- US32D
- US32316
- US32D316
- US32MS
- US32DMS
- 313/710
- 315/711
- BSP (Black Suede
Powder Coat)
- BPC (Black Powder Coat)
- FBPC (Flat Black
Powder Coat)
- WSP (White Suede
Powder Coat)
- WPC (White Powder Coat)
- Stock Powder Coats

Diameter: 1 1/4"

CTC: Specify

Rockwood Manufacturing Company
300 Main St.
Rockwood, PA 15557
www.rockwoodmfg.com
1 800 458 2424

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**2060SC Series 2 x 6 Stud Wall
Bidirectional Soft Operating Pocket Door Frame Kits**



36" / 3' - 0" / [914mm] Max Door Width.
32" / 2' - 8" / [813mm] Min. Door Width*
96" / 8' - 0" / [2438mm] Max Door Height.
330lbs. [150kg] Max. Door Weight.

2060SC Series bidirectional soft operating pocket door frames can be cut down to accommodate smaller doors.
 *Minimum door width for bidirectional soft operating pocket door is 32" (813mm).
 Minimum door width for single direction soft operating pocket door is 24" (609mm).



2060SC Frame Part Numbers

36" / 3' - 0" / 914mm Max Door Widths
 263068SC = 36" (3' - 0") X 80" (6' - 8") Door
 263070SC = 36" (3' - 0") X 84" (7' - 0") Door
 263080SC = 36" (3' - 0") X 96" (8' - 0") Door

Converging door applications
 require Qty. 2 frames and Qty. 1
 2050PLBG Converging Door Kit.

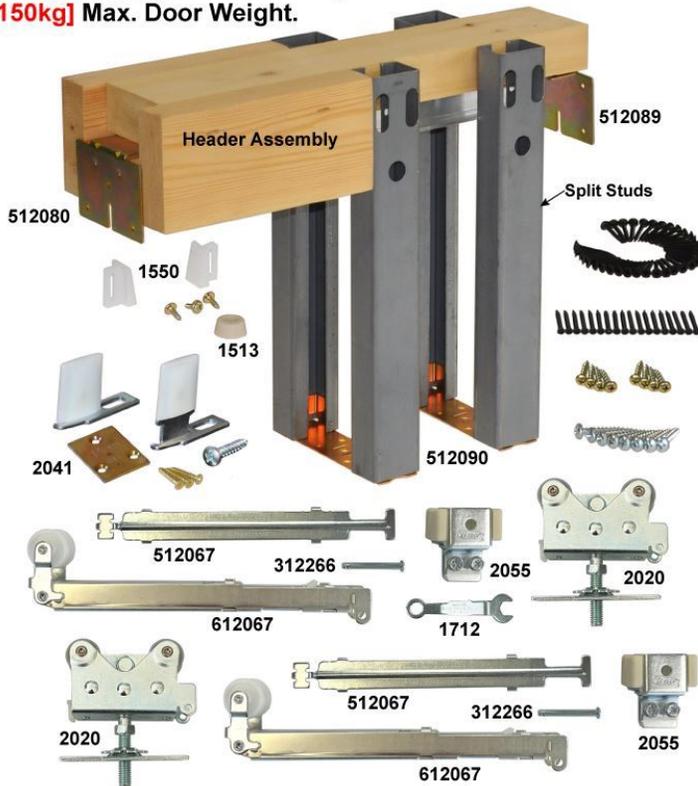
Frame pictured here not actual size.
 Header length to vary with door width.
 Split stud spacing to vary with door width.
 Split stud lengths to vary with door height.

2060SC Series Frame Kit Contents

HEADER (Factory Assembled)

- 1 - 200 Track Length
- 1 - 512080 Passage End Jamb Bracket
- 1 - 512089 Pocket End Jamb Bracket

- 4 - 2060 All Steel Split Stud Lengths
- 2 - 2020 Ball Bearing Door Hangers
- 1 - 2041 Hidden Pocket Door Guide
- 2 - 512090 Split Stud Floor Brackets
- 1 - 1550 Pocket Door Guide
- 1 - 1513 Door Bumper
- 2 - 2055 Track Stops
- 2 - 512067 Actuator Arms
- 2 - 312266 Connection Pins
- 2 - 612067 Dampeners
- 1 - 1712 Adjustment Wrench
- 18 - Self Tapping Drywall Screws
- 10 - Self Tapping Trim Screws
- Hardware Mounting Screws





Headquarters | 211 E Water Street | Suite 201 | Kalamazoo, MI 49007

15 Carlyle St. | Floor 2 | Battle Creek, MI 49017

269-917-1347 | elite-companies.com



Cass County MIDC Office Renovation

Cass County Law & Courts Building

20296 M-62 Cassopolis MI 49031

Project Team

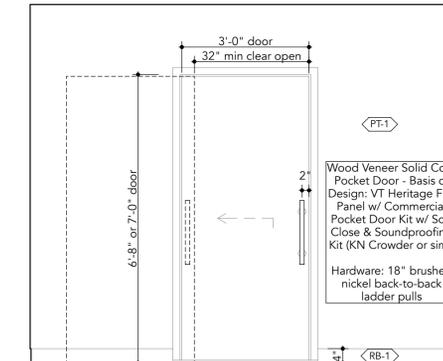
Architect:
Intersect Studio
155 Michigan Ave Suite 1508
Kalamazoo MI 49007
Phone: 269.845.6711
E-mail: lindsay@intersect-studio.com
Contact: Lindsay Reed, RA

Owner:
Cass County Administration
120 N Broadway, Cassopolis MI 49031
Phone: 269.445.4420
Email: matthewn@cassco.org
Contact: Matthew Newton

General Notes

- Contractor to verify location of all existing structural elements, existing wall systems, and dimensions. Contact architect with any discrepancies.
- Contractor to verify existing power and data outlet locations on floor plan & contact Architect w/ any discrepancies. Contractor to also verify that locations of new power and data outlets are not in conflict with any other elements.
- Contractor to verify locations of existing HVAC supply/return diffusers, sprinkler heads, & other safety devices shown on RCP and confirm that existing locations do not interfere with new construction of walls or other elements.
- Existing data cables to be reused & relocated to new receptacle locations. Alert architect if existing cables are not long enough to reach new locations. Label/track existing cable numbers to final location & coordinate with owner & owner's IT department for final labeling/back end connections.

TAG	ITEM	LOCATION	MANUFACTURER	STYLE	COLOR	SIZE	NOTES
BASE							
RB-1	Rubber Wall Base	Field	Johnsontite / Tarkett	Perceptions RWDC	3B Pewter CG	4 1/2" H	Contact Bonnie Jacobs with Target - (866) 256 9599. bonnie.jacobs@target.com
CARPET							
CPT-1	Carpet Tile	Field	Milken	Landmark - Artifact Any	Neith	39.4 x 39.4	Contact Kathy Cain with Milken - (866) 293 9593. kathy.cain@milken.com
PAINT							
PT-1	Paint	Field	Sherwin Williams	Eggshell	Heron Plume SW6070		Promar 200 or equivalent. Contact Dawn Cenova with Sherwin Williams - (248) 660 3037. dawn.cenova@sherwin.com
PT-2	Paint	Accent	Sherwin Williams	Eggshell	Mindful Gray SW7005		Promar 200 or equivalent. Contact Dawn Cenova with Sherwin Williams - (248) 660 3037. dawn.cenova@sherwin.com
PT-3	Paint	Accent	Sherwin Williams	Eggshell	African Gray SW9682		Promar 200 or equivalent. Contact Dawn Cenova with Sherwin Williams - (248) 660 3037. dawn.cenova@sherwin.com
TRIM / TRANSITION							
TR-1	Metal Trim	Existing Tile to Carpet	Schluter	RENO-TK	Brushed Stainless Steel		
GENERAL INTERIOR FINISH NOTES							
1. Refer to finish plans and elevations for finish locations.							
2. All materials to be installed according to manufacturer's recommendations.							



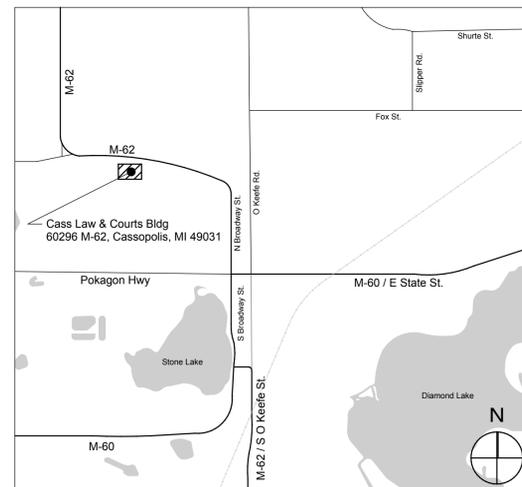
5 Office Pocket Door Elevation
SCALE: 1/2" = 1'-0"

Property Information

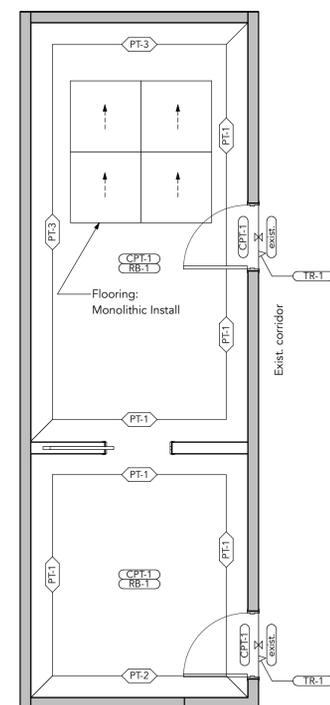
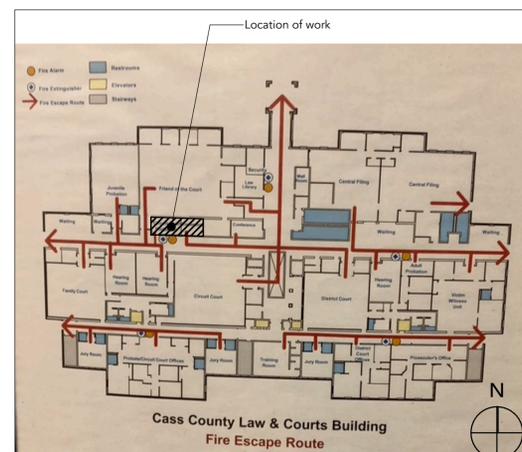
Project Type: 325 sf alteration of existing office space

No change in building use, occupancy, construction type, or egress.

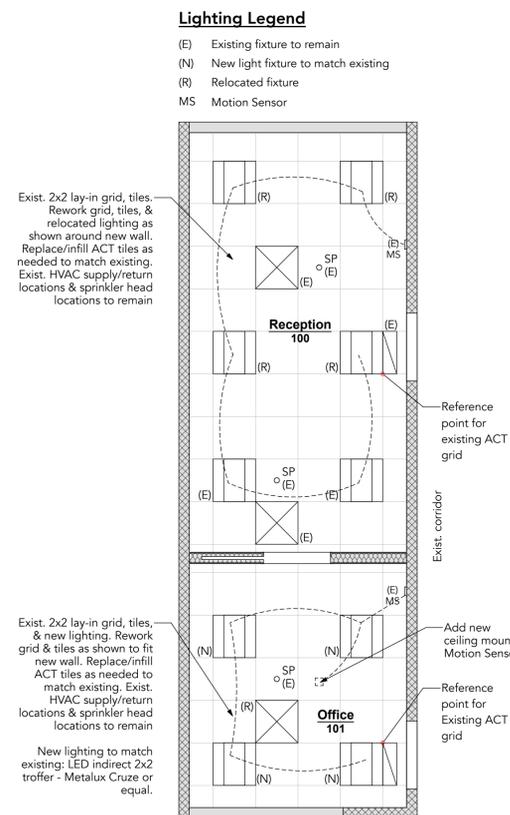
Location Map



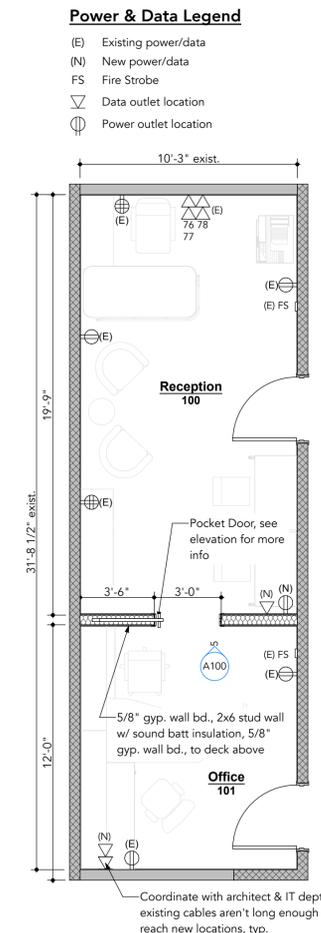
Building Locator Map



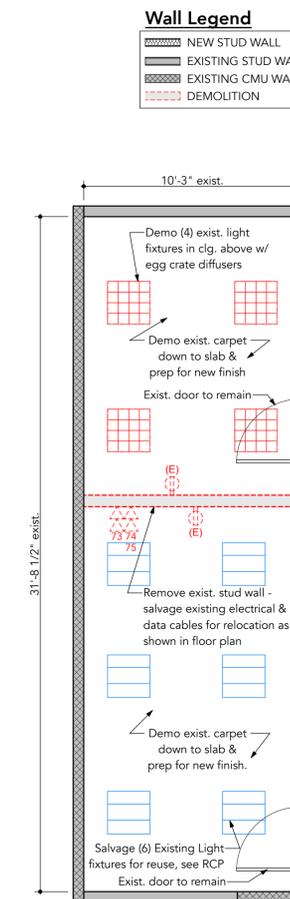
4 Finish Plan
SCALE: 1/4" = 1'-0"



3 Reflected Ceiling Plan
SCALE: 1/4" = 1'-0"



2 Floor, Power & Data Plan
SCALE: 1/4" = 1'-0"



1 Demolition Plan
SCALE: 1/4" = 1'-0"

Intersect

Cass County MIDC Office Renovation
Cass County Law & Courts Building
20296 M-62 Cassopolis MI 49031

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

BID DWG 01/16/2024
ISSUE DATES
© 2024, intersect studio, llc
Project Number: 23-033

Plans, Specs & General Info

A100



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Administrator Newton

DATE: March 21, 2024

RE Support for Citizens for Local Choice

REQUEST:

Approve for Resolution in Support of Citizens for Local Choice to be added to the April 11th Regular Meeting.

BACKGROUND:

Several counties have recently passed resolutions supporting Citizens for Local Choice, a coalition of groups pushing for a statewide vote to repeal sections of a state law that put an unelected state panel in final charge of siting of energy generation facilities. Recently, the Michigan Association of Counties Board of Directors also voted to join the effort.

To that end, MAC has encouraged counties to pass a resolution in support of the coalition's work. The attached resolution would show Cass County's support for the coalition and express the County's stance that the law is an attack on local control, and it must not continue.

REVIEWS:

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

Administration

FINANCIAL ANALYSIS:

N/A

RECOMMENDATION:

Motion to approve for Resolution in Support of Citizens for Local Choice be added to the Consent Agenda of the April 11th Regular Meeting.

CASS COUNTY BOARD OF COMMISSIONERS

R-###-24

A RESOLUTION EXPRESSING SUPPORT FOR THE CITIZENS FOR LOCAL CHOICE BALLOT INITIATIVE WHICH SEEKS TO AMEND THE CLEAN AND RENEWABLE ENERGY AND ENERGY WASTE REDUCTION ACT TO REPEAL PART 8 AS ADDED BY PUBLIC ACT 233 OF 2023, IN AN EFFORT TO RESTORE LOCAL CONTROL FOR WIND AND SOLAR OPERATIONS

WHEREAS, local jurisdictions should be able to determine for themselves which projects should and should not be in their local communities and what plans are best and reasonable for each neighborhood rather than these decisions be forced onto Counties without their best interests at hand;

WHEREAS, the legislature of the State of Michigan has passed, and the Governor has signed House Bill 5120, now Public Act 233 of 2023, that strips away local community control on these issues and places the control within the Michigan Public Service Commission (MPSC);

WHEREAS, Cass County will protect our community's land from the MPSC and special interests trying to strip away local control within legal limits; and

WHEREAS, the Cass County Board of Commissioners feels strongly that our local government is best able to assess the needs of our community.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners that Cass County is opposed to the legislature of the State of Michigan's passage of legislation that takes away local control and places it within the authority of the MPSC;

BE IT FURTHER RESOLVED that Cass County is opposed to corporation-prioritized action such as building utility-scale wind and solar projects in our community; and

BE IT FURTHER RESOLVED that Cass County supports the statewide ballot initiative, Citizens for Local Choice, a grassroots coalition of local officials and community organizers across Michigan working to amend the Clean and Renewable Energy and Energy Waste Reduction Act to, among other things, repeal Part 8 as added by Public Act 233 of 2023 which will restore local control of land use to ensure reasonable regulation in our widely diverse communities.

ADOPTED THIS 11th DAY OF APRIL 2024

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Erika Espeland, GIS Director/Remonumentation Grant Administrator

DATE: March 21, 2024

RE: 2024 Remonumentation Grant Contracts

REQUEST:

Approve for 2024 Remonumentation Grant Contracts to be added to the April 11th Regular Meeting Agenda.

BACKGROUND:

Remonumentation is the process of retracing, reestablishing, and maintaining the accuracy of land survey corners. Land survey corners, or “monuments” form the basis of the Public Land Survey System which is the reference for determining ownership of public and private property. Verifying the accuracy of all survey corners is crucial in maintaining accurate property descriptions, roadway placements, and government boundaries. Survey corners are like the skeleton of our community, on which all our infrastructure is placed.

Back in 1990, *Michigan Act 345: The State Survey and Remonumentation Act* was passed to remonument 300,000 survey corners in the state. This was the first statewide effort in over 175 years to remonument.

A fund was created to pay for the effort by adding a charge to each county recording fee. The money is then re-allocated to each county annually through the State’s Remonumentation Grant. There is no county match required for the grant and no additional costs to the county for this program.

REVIEWS:

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

GIS, Administration

FINANCIAL ANALYSIS:

All costs will be fully reimbursed from the Michigan State Survey and Remonumentation Act Grant for 2024.

RECOMMENDATION:

Motion to approve the following agreements to implement the 2024 Survey Remonumentation Grant be added to the Consent Agenda of the April 11th Regular Meeting:

- Tom Stephenson, Grant Representative Surveyor \$2,505.00
- Driesenga & Associates \$12,250.00
- Kesler Land Surveying \$12,250.00
- Stephenson Land Surveying \$12,250.00

Total Contracts \$39,255

Total Grant Award \$44,599.00

All costs will be reimbursed from the Michigan State Survey and Remonumentation Act Grant for 2024.

What is Remonumentation?

Remonumentation is the process of retracing, reestablishing, and maintaining the accuracy of land survey corners. Land survey corners, or “monuments” form the basis of the Public Land Survey System which is the reference for determining ownership of public and private property. Verifying the accuracy of all survey corners is crucial in maintaining accurate property descriptions, roadway placements, and government boundaries. Survey corners are like the skeleton of our community, on which all our infrastructure is placed.

The first corners were established by teams of rugged frontiersmen in the early 1800s using rocks, sticks, etchings in trees, and even empty bottles of Whiskey. Overtime many of these markers have deteriorated, been disturbed, or even destroyed. Remonumentation seeks to reset these monuments using modern measurement technology and replace the physical marker with more durable materials, such as concrete, iron, and aluminum.

Remonumenting is more important than ever, as the need for accurately placed land development has increased.

It's challenging to plan a new road or development when ownership rights are unclear. It's also difficult for communities to encourage economic development without accurate and easily accessible property information.

Benefits of remonumenting include:

- **Reducing the cost of surveys** – Surveys take less time when section corners are verified and monumented.
- **Reduces the number of boundary disputes** – Well-established starting locations make boundary determination less ambiguous.
- **Surveys & GIS become more accurate** – With verified section corners as the base, future surveys are more exact. County and local government can rely upon the remonumented corners in their GIS to assist with more precise land locations for permitting, taxation, and other spatial applications.
- **Creates robust land records for future generations** – publicly available digital records and the durable physical monuments in the ground mean that future development and decisions will be aided with easily attainable public land records that can be verified in the field.

Back in 1990, ***Michigan Act 345: The State Survey and Remonumentation Act*** was passed to remonument 300,000 survey corners in the state. This was the first statewide effort in over 175 years to remonument.

A fund was created to pay for the effort by adding a charge to each county recording fee. The money is then re-allocated to each county annually through the State's Remonumentation Grant. There is no county match required for the grant and no additional costs to the county for this program.

PROFESSIONAL SERVICES AGREEMENT

Agreement is hereby made between the County of Cass (“County”) and Thomas A. Stephenson, Surveyor (“Consultant”) to provide professional services to the County under the terms, conditions and provisions as set forth below.

Consultant will provide the following services to the County – professional services as the Survey & Remonumentation Grant Representative as detailed on the attached list of services.

The County will pay the Consultant \$2,505.00. The Consultant will submit an invoice to the County for services incurred by December 1st with payment to be made no later than 30 days after receipt of the invoice.

The County and Consultant hereby recognize and affirm Consultant’s status as an independent contractor and not as an employee of the County. Consultant will be responsible for controlling Consultant’s means of production, will set the hours of work, may hire others to work under the agreement, will provide Consultant’s own training and may provide similar services to other organizations. The Consultant will be responsible for Consultant’s own employment taxes and will maintain worker’s compensation and other insurance coverages if required by law. Upon execution of this agreement, Consultant will provide the County with evidence of such insurance in accordance with established County policy.

Consultant shall maintain accurate Survey & Remonumentation Grant Peer meeting minutes. All of the Survey & Remonumentation Grant records and files in any form (written, tape, digital, computer, etc.) are the property of the County of Cass. The consultant will deliver any of these records and files to the County at the County’s request.

The Consultant shall be accountable to the Survey & Remonumentation Grant Administrator for remonumentation purposes only.

County and Consultant recognize that Consultant is engaged in Consultant’s own independently established business. As such, Consultant is not eligible for, and shall not participate in, any employee pension, health or fringe benefit plan of the County.

This agreement shall cover the period beginning 1/1/2024 and ending 12/31 /2024. Either party may terminate this agreement, with or without cause, at any time after a sixty (60) days written notice. In the event this agreement is terminated, the Consultant will be paid for services and expenses incurred through the date of termination.

This agreement represents the entire understanding between the parties and may only be amended in writing. This agreement will be interpreted under the laws of the State of Michigan.

Signed this _____.

COUNTY

CONSULTANT

Chairperson
Cass County Board of Commissioners

Thomas A. Stephenson, Surveyor

List of Services

Corners

- Choose remonumentation corners for each grant year
- Assign corners to local surveyors
- Work with Grant Administrator to maintain list and map of monumented corners for each grant year

Grant Application

- With Grant Administrator, complete, review and sign grant application

Contracts

- Distribute and obtain contracts and proof of insurance from participating surveyors with Grant Administrator
- Oversee monumentation progress throughout grant year with Grant Administrator

Supplies and Materials

- Inform Grant Administrator of necessary supplies and materials (e.g. monuments and caps) to be ordered

Peer Group Minutes

- Set meeting dates and agendas with Grant Administrator
- Confirm meetings with surveyors as provided by the Grant Administrator
- Review previous meeting minutes and current agenda prior to next meeting provided by Grant Administrator
- Facilitate meetings
- Review minutes maintained by Grant Administrator
- Act as liaison between the Grant Administrator and peer group members

Land Corner Recordation Certificates (LCRC)

- Affix ratification stamp to each LCRC
- Record LCRCs for each surveyor with the Register of Deeds
- Provide copies of each LCRC with supporting documentation to the Grant Administrator

**CASS COUNTY
MONUMENTATION/REMONUMENTATION PROGRAM**

AGREEMENT

This agreement is entered into by and between:

Cass County
120 N. Broadway – Suite 220
Cassopolis, MI 49031

And

Matthew Reinking, PS
Driesenga & Associates, Inc.
the terms and condition of which are as follows:

DEFINITIONS

As used in the Contract:

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

SAFETY

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

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

TERMS

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

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

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

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

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

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

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

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

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

CONTRACT COMPENSATION

The following types of work shall be compensated for:

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

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

PEER GROUP FUNCTIONS

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

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

MISCELLANEOUS PROVISIONS

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

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

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

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

DISCRIMINATION

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

INDEMNIFICATION

The Grantee agrees to comply with the following indemnification clause:

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

TERMINATION

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

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

ACCEPTANCE

The performance of this Agreement shall commence upon signature from the Chairman, Cass County Board of Commissioners and shall terminate on December 31, 2024.

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

Accepted:

CASS COUNTY
BOARD OF COMMISSIONERS

By _____
Chairperson

By _____
County Clerk

Date _____

Accepted:

Surveyor / Company

By _____

Title _____

Witness _____

Date _____

Erika Espeland, Grant Administrator
Cass County Survey and Remonumentation Program
120 N Broadway, Suite 220
Cassopolis, MI 49031

Director Espeland:

Attached is a signed contract for the 2024 Cass County Monumentation/Remonumentation Program. Below are the corners that we are submitting a bid of \$1,750.00 each; \$12,250 for the 7 corners. This bid includes the research, field investigation, and setting of the monument and recording of the documents and other necessary tasks as identified in the contract.

The corners to be completed include:

Township	Range	Corner ID
5S	14W	J06
5S	15W	K03
5S	15W	K04
5S	15W	L03
5S	15W	L04
5S	15W	L05
5S	15W	L06

Signature

**CASS COUNTY
MONUMENTATION/REMONUMENTATION PROGRAM**

AGREEMENT

This agreement is entered into by and between:

Cass County
120 N. Broadway – Suite 220
Cassopolis, MI 49031

And

Dale Kesler, PS
Kesler Land Surveying, LLC
the terms and condition of which are as follows:

DEFINITIONS

As used in the Contract:

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

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

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- d. Conditions and topography of the area.

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

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

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

DISCRIMINATION

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INDEMNIFICATION

The Grantee agrees to comply with the following indemnification clause:

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

TERMINATION

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

Accepted:

CASS COUNTY
BOARD OF COMMISSIONERS

By _____
Chairperson

By _____
County Clerk

Date _____

Accepted:

Surveyor / Company

By _____

Title _____

Witness _____

Date _____

Erika Espeland, Grant Administrator
Cass County Survey and Remonumentation Program
120 N Broadway, Suite 220
Cassopolis, MI 49031

Director Espeland:

Attached is a signed contract for the 2024 Cass County Monumentation/Remonumentation Program. Below are the corners that we are submitting a bid of \$1,750.00 each; \$12,250 for the 7 corners. This bid includes the research, field investigation, and setting of the monument and recording of the documents and other necessary tasks as identified in the contract.

The corners to be completed include:

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5S	13W	M03
5S	13W	M04
5S	13W	M05
5S	13W	M09
5S	13W	M10
5S	13W	K07

Signature

**CASS COUNTY
MONUMENTATION/REMONUMENTATION PROGRAM**

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And

Thomas Stephenson, PS
Stephenson Land Surveying
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1. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Act 2 and Act 3 of the Public Acts of 1984; and
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INDEMNIFICATION

The Grantee agrees to comply with the following indemnification clause:

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

TERMINATION

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

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

ACCEPTANCE

The performance of this Agreement shall commence upon signature from the Chairman, Cass County Board of Commissioners and shall terminate on December 31, 2024.

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

Accepted:

CASS COUNTY
BOARD OF COMMISSIONERS

By _____
Chairperson

By _____
County Clerk

Date _____

Accepted:

Surveyor / Company

By _____

Title _____

Witness _____

Date _____

Erika Espeland, Grant Administrator
Cass County Survey and Remonumentation Program
120 N Broadway, Suite 220
Cassopolis, MI 49031

Director Espeland:

Attached is a signed contract for the 2024 Cass County Monumentation/Remonumentation Program. Below are the corners that we are submitting a bid of \$1,750.00 each; \$12,250 for the 7 corners. This bid includes the research, field investigation, and setting of the monument and recording of the documents and other necessary tasks as identified in the contract.

The corners to be completed include:

Township	Range	Corner ID
7S	16W	D10
7S	16W	F10
7S	16W	H10
7S	16W	J10
7S	16W	L04
7S	16W	L10
7S	16W	L12

Signature



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Clerk/Register Monica McMichael

DATE: March 14, 2024

RE: Early Voting & Presidential Primary Costs

REQUEST:

I respectfully request the Board of Commissioners approve \$60,126.89 and any related and necessary budget adjustments to settle outstanding invoices related to the February 27, 2024, Presidential Primary Election.

Attached are three invoices from Election Source in the amounts of:

- \$374.06 – Presidential Primary Election Supplies
- \$13,082.83 – Early Voting Supplies
- \$46,670.00 – Presidential Primary Ballot Layout & Coding

Total Amount Due = \$60,126.89

BACKGROUND:

Please note that \$47,044.06 will be submitted for reimbursement to the State of Michigan as expenses related to administering the Presidential Primary Election. The \$13,082.83 in early voting supplies was previously submitted for grant approval to the State of Michigan. I continue to await approval for the Early Voting Grant from the state.

REVIEWS:

Clerk/Register, Administration

FINANCIAL ANALYSIS:

Of the \$60,126.89 requested for Budget Adjustment, it is anticipated that \$47,044.06 would be reimbursed by the State. Additionally, the previously submitted \$13,082.83 represents the remaining portion. Assuming that the Early Voting Grant is approved, we would anticipate expenditures listed to be offset with increased revenue from the grant. However, at this time, the expenses listed are required due to the change in State Law. If the grant is approved, a future budget adjustment to account for the increased revenue will be brought forth to the Board of Commissioners and would reduce or eliminate the Fund Balance allocation.

RECOMMENDATION:

Motion to add approval of the expenditure of \$60,126.89 and a corresponding budget adjustment to increase Fund Balance Allocation from the General Fund for Presidential Primary Voting to the Consent Agenda of the April 11th Regular Meeting.



4615 Danvers Drive SE
Grand Rapids, MI 49512

Invoice

DATE	INVOICE #
2/19/2024	24-6868

BILL TO
Cass County Monica McMichael 120 N. Broadway Suite 123 Cassopolis, MI 49031

SHIP TO
Cass County Clerk/Register Monica McMichael 120 N. Broadway Suite 123 Cassopolis, MI 49031

**PLEASE REMIT PAYMENT
BY CHECK OR CREDIT
CARD TO: ElectionSource
4615 Danvers DR SE
Grand Rapids, MI 49512**

ASSOCIATE:		H
S.O. #	P.O. NO.	TERMS
36899	ESCOM-18025	Net 30

DUE DATE
3/20/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
PS-110	"I Voted" Stickers 1000/Roll	1	5.50	5.50
IM-01C	Imagecast ICE & ICP2 Thermal paper rolls. Pkg of 100	1	315.00	315.00
Freight Charges	Shipped On: 2/14/2024 12:00:00 PM Total Shipment Weight: 36.50 Pack #1: Tracking #: 1Z21WY310394933111 Pack #2: Tracking #: 1Z21WY310392358121	1	53.56	53.56

Credit Card Type: <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> American Express <input type="checkbox"/> Discover	Total	\$374.06
Name on Credit Card: _____	Payments/Credits	\$0.00
Credit Card Number: _____	Balance Due	\$374.06
Expiration Date: ____/____/____ CID Number: _____ (Last 3 digits on back of card)		
Zip Code _____ (For billing address of card)		

****A 3.5% CREDIT CARD TRANSACTION FEE WILL BE ADDED TO TOTAL OF INVOICE FOR CC PAYMENTS****

Visit WWW.ELECTIONSOURCE.COM for all our current products and specials!



4615 Danvers Drive SE
Grand Rapids, MI 49512

Invoice

DATE	INVOICE #
2/22/2024	24-7392

BILL TO
Cass County Monica McMichael 120 N. Broadway Suite 123 Cassopolis, MI 49031

SHIP TO
Cass County Clerk/Register Monica McMichael 340 O'Keefe St Cassopolis, MI 49031

**PLEASE REMIT PAYMENT
BY CHECK OR CREDIT
CARD TO: ElectionSource
4615 Danvers DR SE
Grand Rapids, MI 49512**

ASSOCIATE:		SA
S.O. #	P.O. NO.	TERMS
35873		Net 30
		DUE DATE
		3/23/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
BA-EZPULL	EZ-Pull, Rolling Supply Bag. Color-Blue. Extendable Arm. Two windows on bag, only accessible from the inside. 23" x 14" x 16", holds ballots up to 23" long.	21	180.00	3,780.00
MI-470-3	Deluxe Plastic Secrecy Sleeve. Features a no pinch operation and adjustable for different ballot lengths. 5.8" x 15.5" x .25" with 6" x 4" pocket and application to vote pocket.	100	10.50	1,050.00
BA-18	Test Ballot Bag. 22L X 15 1/2W. Red in Color made with 600 denier polyester, zipper on top with metal hood, #6 framed window accessible only from inside.	12	17.00	204.00
IM-05B	Imagecast Thermal Paper Roll, Case of 10	10	36.00	360.00
VB-B800	Select One Piece Triple Voting Booth Station	16	460.00	7,360.00
Freight Charges	Shipped On: 2/6/2024 1:00:00 PM Total Shipment Weight: 6.05 Pack: Tracking #: 1Z21WY310394637307	1	26.4375	26.44
Freight Charges	2-6-24 Customer wanted BA-18 bags shipped ASAP. Only BA-18 shipped. Everything else will ship at a later date. KL Customers Shipping & Handling Charges 02/13/2024 3 pallets	1	302.386	302.39

Credit Card Type: <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> American Express <input type="checkbox"/> Discover	Total	\$13,082.83
Name on Credit Card: _____	Payments/Credits	\$0.00
Credit Card Number: _____	Balance Due	\$13,082.83
Expiration Date: ____/____/____ CID Number: _____ (Last 3 digits on back of card)		
Zip Code _____ (For billing address of card)		

****A 3.5% CREDIT CARD TRANSACTION FEE WILL BE ADDED TO TOTAL OF INVOICE FOR CC PAYMENTS****

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4615 Danvers Drive SE
Grand Rapids, MI 49512

February 27th, 2024
Election

INVOICE

DATE	INVOICE #
2/2/2024	24-1203

BILL TO
Cass County Monica McMichael 120 N. Broadway Suite 123 Cassopolis, MI 49031

SHIP TO
Cass County Clerk/Register Monica McMichael 120 N. Broadway Suite 123 Cassopolis, MI 49031

**PLEASE REMIT PAYMENT BY
CHECK OR CREDIT CARD TO:
ElectionSource
4615 Danvers DR SE
Grand Rapids, MI 49512**

P.O. NO.	TERMS	ASSOCIATE	DUE DATE
	Net 30	H	3/3/2024

DESCRIPTION	QTY	U/M	RATE	AMOUNT
Democracy Suite ICP Tabulator Coding Per Ballot Style	81		385.00	31,185.00
Democracy Suite ICX BMD Coding per ballot style	81		55.00	4,455.00
ICX & ICP Tabulator and ADA Secure Media Creation & Pre Check Per Ballot Style & Voting Machine	162		27.50	4,455.00
Democracy Suite ICX & ICP Tabulator Coding Per Out County Dummy Precincts	4		55.00	220.00
(4) Out of County				
Democracy Suite AVCB For the ICP or ICC M-160 High Speed Tabulator Coding	5		275.00	1,375.00
ICC/ICP - AVCB Counting System/ICP AVCB Secure Media Creation and Pre Check of Ballot Styles - Per Ballot Style	36		5.50	198.00
Early Voting Setup in EMS Charge Per ICP/ ICP2 Tabulator and/or ICX	10		300.00	3,000.00
Early Voting ICX & ICP Tabulator Secure Media Creation & Pre-Test Check Per Ballot Style & Voting Machine	324		5.50	1,782.00

Credit Card Type: <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> American Express <input type="checkbox"/> Discover	Payments/Credits	\$0.00
Name on Credit Card: _____	Balance Due	\$46,670.00
Credit Card Number: _____	Total	\$46,670.00
Expiration Date: ____/____/____ CID Number: _____ (Last 3 digits on back of card)		
Zip Code _____ (For billing address of card)		

A 3.5% CREDIT CARD TRANSACTION FEE WILL BE ADDED TO TOTAL OF INVOICE FOR CC PAYMENTS

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CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Parks Director Wyman/Administrator Newton

DATE: March 21, 2024

RE: T.K. Lawless Park Cropland Rental Agreements

REQUEST:

Approve for the T.K. Lawless Park Cropland Rental Agreements be added to the April 11th Regular Meeting Agenda.

BACKGROUND:

On March 14th, proposals for the rental of cropland at T.K. Lawless Park were opened. 4 were received with Shane Masten coming in with the highest offer of \$201/acre on both sides. The Parks Commission evaluated the proposals and recommended the Board of Commissioners approve the agreement for both sites with Shane Masten of Masten Farms at the listed price. The agreements cover the north side and south side.

The agreements are in the same format as in previous years. They would be for a three-year term commencing May of 2024 and running through November 1st of 2026. The bid tab and the agreements are both attached for your review.

REVIEWS:

Parks, Administration

FINANCIAL ANALYSIS:

The agreement for the north side would generate revenues of \$17,899.00 annually and the agreement for the south side would generate revenues of \$19,497.00 annually. This represents an annual revenue of \$37,396.00 and \$112,188.00.

RECOMMENDATION:

Motion to add the approval of both agreements with Masten Farms for Cropland Farming at T.K. Lawless Park to the Consent Agenda of the April 11th Regular Meeting.

T.K. Lawless Park Cropland Rental Bids

March 14, 2024
Opened at 3:40 p.m.

Present: Annie File, Joe Young, Patty Dohm, Scott Wyman

<i>Name</i>	<i>Bid</i>
George Brossman	\$123/acre
Robert Brossman	\$141/acre
Joe Young	\$150/acre south side only
Shane Masten	\$201/acre both sides

Parks Commission Recommendation:

The Parks Commission unanimously recommends the acceptance of the highest bid from Shane Masten.

COUNTY OF CASS
120 N. BROADWAY ST.
SUITE 200
CASSOPOLIS, MI 49031
(269) 445-4456

CROPLAND LEASE AGREEMENT NORTH

NAME OF AREA Dr. T. K. Lawless Park, the 89 acres of the land located in section 31 & 32 in Newberg Township, Cass County Michigan.

This lease is entered into this 21st day of March 2024, between the County of Cass, 120 N' Broadway St., Suite 200, Cassopolis, MI, 49031 hereafter called the Lessor, and Masten Farms, 1710 Portage Rd., Niles, Mi 49120, hereafter called the Renter, for the purpose of leasing the described farmland under the conditions stated herein.

WITNESSETH: That the Lessor hereby leases to the Renter the following described real estate situated in Cass County, State of Michigan, to-wit: approximately 89 acres, which constitute fields 1, 2, and 3 located south of abandoned railroad line and fields 4 and 5 located north of abandon railroad line and south of M-60 in Section 31 and 32 of Newberg Township, for the purpose of improving park wildlife habitat by raising and harvesting crops, but not for raising domestic farm livestock or animals

RENTAL RATES:

First year of lease, \$201.00 per acre (\$17,899.00 annually)

Second year of lease, \$201.00 per acre (\$17,899.00 annually)

Third year of lease, \$201.00 per acre (\$17,899.00 annually)

TOTAL CONTRACT AMOUNT: \$53,667.00

Payment shall be made twice a year for one half of the annual amount. Such payments shall be paid on or before May 1, and November 1, 2024, 2025, 2026.

The term of these yearly leases shall be for a period of (3) years, from March 21, 2024, to December 31, 2026 unless otherwise terminated by the Lessor or the Renter for cause.

The Renter hereby bargains and agrees to use locally acceptable farming practices that incorporate good soil erosion and harvest management to improve the wildlife habitat within Dr. T.K. Lawless Park for the period of the lease.

The Renter grants the Lessor a lien as provided under Michigan law for growing, or grown, crops as security for performing the terms of this lease by the Renter and further grants the Lessor, in the event of a default in performance of the conditions of this lease, the right to take possession of the growing crops and to preserve, harvest and sell such crops by reasonably available commercial means and to apply the proceeds of the sale, first to the expenses and costs thereof, and then to the continued improvement of wildlife habitat within Dr. T.K. Lawless Park.

Ownership and disposition of the crop by-products, such as bean pods, corn stalks and wheat stubble, will be at the discretion of the renter.

THE RENTER AGREES TO:

1. Furnish all the labor, material, power, equipment, and fuel for fitting the land, applying fertilizer, planting, and cultivating all crops, including cover crops, and for harvesting the crops from the leased land using accepted safe farming practices.
2. Furnish and haul all seed and fertilizer, except as modified elsewhere in this agreement.
3. Remove the crops from the land described herein, at Renters' expense, on or before the termination of this agreement.
4. The Renter agrees to furnish the means for liming application, when and where it is deemed necessary, at the expense of the Renter, to maintain the soil Ph near 6.5

5. The Renter may not apply lime at the Renter's or the Lessors expense without the approval of the Lessors representative.

6. Furnish and plant seed and inoculations for all cover crops at the discretion and expense of the Lessor.

7. Not to use or spread raw manure on any field at any time.

OTHER CONDITIONS AND REQUIREMENTS UNDER THIS AGREEMENT ARE AS FOLLOWS:

1. The Lessor reserves the right for its representatives and visitors to enter the land at any time for repairs, improvements, maintenance, inspection, hiking along a designated trail or path, or hunting within the regulated hunting program.

2. This lease is personal to the named Renter and no rights accruing under this lease shall be assigned, transferred, or encumbered, and no rights under this lease shall not pass by inheritance or other operation of law upon the death of the named Renter. The Renter must receive written approval from Lessor prior to planting season if any fields will not be put into general crop production.

3. The Renter shall not commit, cause, or allow to be committed, any waste of, or injury to, said premises or any part thereof, nor use the same except for the purposes indicated herein.

4. Written approval of the Lessor must be obtained before the Renter may install any temporary improvements. Such improvements must be removed within thirty (30) days after termination or expiration of this agreement, or they will become attached to and remain a part of the Dr. T. K. Lawless County Park and shall become the property of the Lessor.

5. The Renter shall not set any fires to the property described herein without written permission from the Lessor.

6. The Lessor shall not be liable for any damage, destruction, or injury to any crops planted by the renter on the premises herein described, including that which may have been caused by game birds or animals; and the Renter does hereby release and discharge the Lessor, its officers, agents and employees, from any liability for any injury, disability, property damage or other damages incurred by the Renter, or his agents and employees resulting from or arising out of the exercise of this lease.

7. The Renter further expressly agrees to hold harmless and to indemnify the Lessor, its officers, agents, servants, and employees from and against all liability, suits, actions, legal proceedings, claims, judgments, attorney fees and interest resulting from any act of the Renter, or his agents, servants or employees, or anyone acting under their control.

8. The Renter shall maintain general liability insurance in the amount of \$500,000/1,000,000 and further agrees to name the Lessor as an additional insured on such insurance policy, and to furnish the Lessor with proof of such insurance.

9. The Renter agrees to comply with all the conditions, covenants, and requirements herein, and if for any reason the Renter violates or neglects to fulfill such requirements, this lease shall terminate, and the Renter shall forfeit all rights and expenditures made hereunder. Should the Renter remain in possession of the premises after cancellation, termination or expiration of this agreement, the Renter shall be considered as a tenant holding over without permission and may be evicted from the premises without notice.

10. All rights to the land covered this agreement, other than those expressly mentioned in this lease, remain solely with the Lessor in their entirety; including, but not limited to, hunting, hiking, fishing, trapping, bike riding, snowmobiling, horseback riding and camping.

11. The eight (8) southernmost end rows or the width of 20', of the crop in fields 1, 2 and 3 will not be harvested. The eight (8) easternmost end row, or to the width of 20', of the crop in fields 1 and 3 will not be harvested. The eight (8) westernmost end rows, or to the width of 20', of the crop in fields 1 and 2 will not be harvested. The eight (8) northern most end rows, or the width of 20', of crop in fields 1, 2, and 3 will not be harvested and the southernmost rows on fields 4 and 5 shall not be harvested. These areas will be prepared, planted, fertilized, and cultivated as if they were to be harvested by the renter at the Renter's expense, but they will remain throughout the year for wildlife habitat improvement.

12. The Renter acknowledges that the Lessor may sell timber in adjoining lands and the Renter agrees that the Lessor may access timber and remove timber through the rented fields, except during the growing season. The Lessor agrees to give the Renter notice of such timber removal operations within a reasonable time before such operations begin.

13. In addition, due to the projected expansion of activities and physical structures within the boundaries of Dr. Lawless Park during the contract period, total rental acreage may be adjusted with proper notification to the Renter. This notice will most likely come during the months of November or December to allow the Renter to remove crops and properly plan for planting the following spring.

In Witness Whereof, the Lessor and the Renter subscribe to this lease.

Renter: _____ Date: _____

By: Shane Masten
Masten Farms

Lessor: _____ Date: _____

By: Jeremiah Jones,
Chairperson
Cass County Board of
Commissioners

CASS COUNTY PARKS AND RECREATION COMMISSION
CASSOPOLIS, MI 49031
(269) 445-4456

CROPLAND LEASE AGREEMENT SOUTH

NAME OF AREA Dr. T. K. Lawless Park, the 97 acres of the land located in section 32 in Newberg Township and section 6 of North Porter Township.

This lease is entered into this 21st day of March 2024, between the County of Cass, 120 N' Broadway St., Suite 200, Cassopolis, MI, 49031 hereafter called the Lessor, and Masten Farms, 1710 Portage Rd., Niles, Mi 49120, hereafter called the Renter, for the purpose of leasing the described farmland under the conditions stated herein.

WITNESSETH: That the Lessor hereby leases to the Renter, the following described real estate situated in Cass County, State of Michigan, to-wit: 97 acres, Fields, 1,2,3,4,5, and 6, in section 32 of Newberg Township; and fields 8,9,and 10 in section 6 of North Porter Township for the purpose of raising and harvesting vegetative crops but not for raising animals.

RENTAL RATES:

First year of lease, \$201.00 per acre (\$19,497.00 annually)

Second year of lease, \$201.00 per acre (\$19,497.00 annually)

Third year of lease, \$201.00 per acre (\$19,497.00 annually)

TOTAL CONTRACT AMOUNT: **\$58,491.00**

Payment shall be made twice a year for one half of the annual amount. Such payments shall be paid on or before May 1, and November 1, 2024, 2025, 2026.

The term of this annual lease shall be for a period of three (3) years, from March 21, 2024, to December 31, 2026, unless otherwise terminated by the Lessor or the Renter for cause.

The Renter hereby bargains and agrees to use locally acceptable farming practices that incorporate good soil erosion and harvest management to improve the wildlife habitat within Dr. T.K. Lawless Park for the period of the lease.

The Renter grants the Lessor a lien as provided under Michigan law for growing, or grown, crops as security for performing the terms of this lease by the Renter and further grants the Lessor, in the event of a default in performance of the conditions of this lease, the right to take possession of the growing crops and to preserve, harvest and sell such crops by reasonably available commercial means and to apply the proceeds of the sale, first to the expenses and costs thereof, and then to the continued improvement of wildlife habitat within Dr. T.K. Lawless Park.

Ownership and disposition of the crop by-products, such as bean pods, corn stalks and wheat stubble, will be at the discretion of the renter.

THE RENTER AGREES TO:

1. Furnish all the labor, material, power, equipment, and fuel for fitting the land, applying fertilizer, planting, and cultivating all crops, including cover crops, and for harvesting the crops from the leased land using accepted safe farming practices.
2. Furnish and haul all seed and fertilizer, except as modified elsewhere in this agreement.
3. Remove the crops from the land herein described, at the Renter=s expense, on or before the termination of this agreement.
4. The Renter agrees to furnish the means for liming application, when and where it is deemed necessary, at the expense of the Renter, to maintain the soil Ph near 6.5

5. The Renter may not apply lime at the Renter's or the Lessor's expense without the approval of the Lessor's representative.

6. Furnish and plant seed and inoculations for all cover crops at the discretion and expense of the Lessor.

7. Not to use or spread raw manure on any field at any time.

OTHER CONDITIONS AND REQUIREMENTS UNDER THIS AGREEMENT ARE AS FOLLOWS:

1. The Lessor reserves the right for its representatives and visitors to enter the land at any time for repairs, improvements, maintenance, inspection, hiking along a designated trail or path, or hunting within the regulated hunting program.

2. This lease is personal to the named Renter and no rights accruing under this lease shall be assigned, transferred, or encumbered, and no rights under this lease shall not pass by inheritance or other operation of law upon the death of the named Renter. The Renter must receive written approval from Lessor prior to planting season if any fields will not be put into general crop production.

3. The Renter shall not commit, cause, or allow to be committed, any waste of, or injury to, said premises or any part thereof, nor use the same except for the purposes indicated herein.

4. Written approval of the Lessor must be obtained before the Renter may install any temporary improvements. Such improvements must be removed within thirty (30) days after termination or expiration of this agreement, or they will become attached to and remain a part of Dr. Lawless County Park and shall become the property of the Lessor.

5. The Renter shall not set any fires to the property described herein without written permission from the Lessor.

6. The Lessor shall not be liable for any damage, destruction, or injury to any crops planted by the renter on the premises herein described, including that which may have been caused by game birds or animals; and the Renter does hereby release and discharge the Lessor, its officers, agents and employees, from any liability for any injury, disability, property damage or other damages incurred by the Renter, or his agents and employees resulting from or arising out of the exercise of this lease.

7. The Renter further expressly agrees to hold harmless and to indemnify the Lessor, its officers, agents, servants, and employees from and against all liability, suits, actions, legal proceedings, claims, judgments, attorney fees and interest resulting from any act of the Renter, or his agents, servants or employees, or anyone acting under their control.

8. The Renter shall maintain general liability insurance in the amount of \$500,000/1,000,000 and further agrees to name the Lessor as an additional insured on such insurance policy, and to furnish the Lessor with proof of such insurance.

9. The Renter agrees to comply with all the conditions, covenants, and requirements herein, and if for any reason the Renter violates or neglects to fulfill such requirements, this lease shall terminate, and the Renter shall forfeit all rights and expenditures made hereunder. Should the Renter remain in possession of the premises after cancellation, termination or expiration of this agreement, the Renter shall be considered as a tenant holding over without permission and may be evicted from the premises without notice.

10. All rights to the land covered this agreement, other than those expressly mentioned in this lease, remain solely with the Lessor in their entirety; including, but not limited to, hunting, hiking, fishing, trapping, bike riding, snowmobiling, horseback riding and camping.

A. The northernmost end rows, to the width of the combine (approx. 20ft.), of crop in fields 1,3,4 and 9 will not be harvested. The easternmost end rows of the crop fields 6,8,9 and 10 will not be harvested. These areas will be prepared, planted, fertilized, and cultivated as if they were to be harvested by the renter at the Renter's expense, but they will remain throughout the year for wildlife habitat improvement.

B. The Renter acknowledges that the Lessor may sell timber in adjoining lands and the Renter agrees that the Lessor may access timber and remove timber through the rented fields, except during the growing season. The Lessor agrees to give the Renter notice of such timber removal operations within a reasonable time before such operations begin.

C. In addition, due to the projected expansion of activities and physical structures within the boundaries of Dr. Lawless Park during the contract period, total rental acreage may be adjusted with proper notification to the Renter. This notice will most likely come during the months of November or December to allow the Renter to remove crops and properly plan for planting the following spring.

In Witness Whereof, the Lessor and the Renter subscribe to this lease.

Renter: Masten Farms

Lessor: County of Cass

By: _____
Shane Masten, Owner/Operator

By: _____
Jeremiah Jones, Chairperson
Cass County Board of Commissioners

Date: _____

Date: _____



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: March 21, 2024

RE: FY 24 Budget Amendment

REQUEST:

Approve for the FY 24 Budget Amendment to be added to the April 11th Regular Meeting Agenda.

BACKGROUND:

Attached is one proposed Budget Amendment for FY 24. The worksheet attached reviews the proposed amendments and provides detail as to the need for the amendment. In this case, it pertains to adjusting the Fund Balance Allocation to account for the FOC Services Coordinator Position that was previously approved under M-200-23.

REVIEWS:

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

Administration

FINANCIAL ANALYSIS:

The adjustment would increase Fund Balance Allocation by \$76,600.00 to provide for FT Wages for the FOC Services Coordinator Position as was already approved under M-200-23.

RECOMMENDATION:

Motion to add the FY 24 Budget Amendment to the Consent Agenda of the April 11th Regular Meeting

Adjustments Requiring BOC Approval - April 11, 2024

Account #	Fund / Dept	Account Name	Cause	R = Revenue	E = Expense	Increase	Decrease
101-000-699.050	General Fund	Fund Balance Allocation	Approving FOC Services Coordinator Position	R		76,600	
101-289-702.000	Friend of the Court	Full Time Wages	Budget adjustment needed for passing M-200-23 on 12/07/2023	E		76,600	



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: March 21, 2024

RE: FOPLC LOU

REQUEST:

Review the resubmitted LOU from the FOPLC and determine whether to move the agreement forward as-is, request any changes, or reject the proposal.

BACKGROUND:

Pursuant to M-023-24, the County negotiating team met with the FOPLC Deputies/Detectives Unit for consideration of Wages, DB/DC Trigger, and Retirement Contribution Cap on February 21st. Following that meeting, the union group met and communicated to Sheriff Behnke and me that the union group maintains that the proposal that they had originally submitted on January 30th is currently the best solution for recruitment and retention and requested that their original proposal be resubmitted.

REVIEWS:

Administration

FINANCIAL ANALYSIS:

The proposal would provide for 6% pay increases and amend the Retirement Plan section to remove section 14.3 and 14.4 from the existing contract.

RECOMMENDATION:

Review the LOU and determine whether to move the agreement forward as-is, request any changes, or reject the proposal.

LETTER OF UNDERSTANDING
BETWEEN
CASS COUNTY
AND
MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

This Amendment to the collective bargaining agreement is entered into this 2nd day of February 2024, between Cass County, hereinafter referred to as the “Employer”, and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as “Union”.

WHEREAS, Employer and Union are parties to a collective bargaining agreement, hereinafter referred to as Agreement, which is dated January 1, 2022, and remains in effect until December 31, 2025; and

WHEARAS, The County of Cass, like many of the surrounding cities, are having a difficult time hiring and retaining police officers. This is not only a local problem but a statewide issue. According to the Michigan Commission on Law Enforcement Standards (MCOLES), there were slightly more than 23,000 police officers working in Michigan in 2001 and today that number is approximately 18,500. The MCOLES website currently lists job ads from 88 Michigan police agencies.

WHEARAS, The Cass County Sheriff’s Office is a service organization, and the quality of their public services are directly linked to the quality of personnel they recruit, hire, and retain. Failing to recruit and retain personnel that “fit” with the agency will have a direct impact on the organization’s ability to serve your community.

WHEARAS, The Cass County Sheriff’s Office has had its own issues with hiring and retention. Since 2022 7 officers have retired and 11 have resigned for better pay and benefits. The Cass County Sheriff’s Office currently has 10 open officer positions.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. A 6% pay increase adjustment to Appendix A as identified in the collective bargaining agreement effective January 1, 2022, to December 31, 2025.
2. Amend The Retirement Plan section of the contract to reflect:

ARTICLE XIV
RETIREMENT PLAN

14.1: The County shall provide the Michigan Municipal Employees Retirement System (MERS) Defined Benefit with the following benefit options until which time as detailed in 14.3 below:

B-3 (80% max)
FAC – 5 (5 Year Final Average Compensation)
10 Year Vesting
25 Years & Out

The Employees shall be required to contribute to MERS eight percent (8%) of their gross pay through September 30, 2022. Effective October 1, 2022 a 70% Employer, 30% Employee cost share will be put in place as calculated by MERS. The MERS required Employer contribution will be added to the

