

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

FULL BOARD

Hall of Justice

990 Terrace, Muskegon, MI

March 22, 2012 - 3:30 PM

Kenneth Mahoney, Chair
I. John Snider, II, Vice-Chair

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Approval of Minutes of March 13, 2012 Meeting
7. Presentations
 - A. MSU Annual Report – Kathryn Cummings, MSU District 5 Coordinator
 - B. Drain Commissioner's Annual Report – David Fisher, County Drain Commissioner
8. Public Comment (on an agenda item)
9. Communication
10. Committee Reports
 - A. Community Development/Strategic Planning (Page 3)
 - B. Transportation (Page 4)
 - C. Ways & Means Committee (To be distributed)

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

Full Board
Agenda
March 22, 2012
Page two

11. Chairman's Report/Committee Liaison Reports
 - A. Present Administrator's evaluation
 - B. Adopt Administrator's employment contract and authorize Board Chair to sign
 - C. April – County Government Month; Healthy Counties/Healthy Families

12. Administrator's Report
 - A. Authorize the Chairman of the Muskegon County Board of Commissioners to act as the Certifying Officer for the County of Muskegon as the responsible entity for the Community Development Block Grant Homeowner Rehabilitation program
 - B. Authorize the Chairman of the County Board of Commissioners to sign a public easement for the purpose of extending the Berry Junction bike trail through the Muskegon North Industrial Park until rescinded by the Muskegon County Board of Commissioners subject to the approval of the Environmental Protection Agency and the Michigan Department of Environmental Quality
 - C. Endorse the CMH Board's selection of Julia Rupp as the CMH Director, and the employment contract approved by the CMH Board

13. Old Business

14. New Business

15. Public Comment (on a new topic)

16. Adjournment

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

The Community Development/Strategic Planning Committee met on March 15, 2012, it was recommended, and I move:

CD/SP 12/03 – 02 To authorize entering into a feasibility study between Muskegon County engineering staff and the S.S. Milwaukee Clipper's engineering consultants to determine the potential of moving the ship to a more permanent, visible dock location in downtown Muskegon at the County-owned Heritage Landing property. This proposal is a study only, and there would be no cost to the County except staff time. No action to move the ship from its current location to Heritage Landing is implied or suggested at this time.

CD/SP 12/03 – 03 To authorize the Board Chair to execute the Ground Lease between the Child Abuse Council of Muskegon and the County of Muskegon for event parking at Heritage Landing during the Hot Rod Magazine Power Tour 2012.

The Transportation Committee met on March 15, 2012; it was recommended, and I:

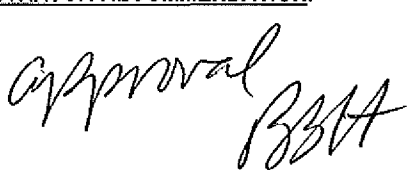
- TR12/03-06 Move to authorize the Muskegon Area Transit System to develop a Mobility Management program and to hire a Mobility Coordinator at salary range NX 00220 (\$42,918-54,346).
- TR12/03-07 Move to approve allowing the Airport and Purchasing Department to seek quotes and/or advertise for bids for the following FY2012 AIP projects: (1) Wildlife Hazard Assessment; (2) Airfield Painting; (3) Airfield Crack Sealing, and; (4) Snow Removal Equipment Acquisition - Loader with Snow Box, to be funded with FY2012 Airport Improvement Programs grant funds.
- TR12/03-08 Move to approve a Contract for Professional Engineering Services between the County and Prein & Newhof, in the amount of \$17,750, allowing Prein & Newhof to oversee the Airport's FY2012 Capital Improvement Projects, with the County's 2.5% share of the contract to be \$444.

The Ways and Means Committee met on March 20, 2012, it was recommended, and I move:

- WM12/03 – 29 To approve payment of the accounts payable of \$4,233,994.35 covering the period of February 25, 2012 through March 13, 2012, as presented by the County Clerk.
- WM12/03 - 30 To authorize the Chairman of the County Board of Commissioners to sign the Inter Local Agreement for the West Michigan Economic Development Partnership.
- WM12/03 - 31 To award the lead risk assessment and clearance inspection to Midwest Environmental Services as the primary contractor with secondary contractors awarded a contract in the event that Midwest Environmental Services is not available to perform the work in the following order: 1) Environmental Testing; 2) Micro Air; 3) Analytical Testing; and 4) AAA Lead Inspection and to authorize the County Board Chairman to sign the contracts.
- WM12/03 – 32 To formally request that Muskegon County issue a Request for Proposals for new buildings/existing facilities for Michigan Works in Muskegon and Oceana Counties.
- WM12/03 – 33 To award a contract to the Oceana County Economic Development Corporation in the amount of \$4,999.58 for one year that may be renewed for up to a total of three years based on performance and the availability of funding to provide a regularly updated directory of contacts for Oceana County's employers and workforce to the Muskegon/Oceana Workforce Development Board.
- WM12/03 – 34 To implement the reorganization plan created by the Prosecutor by creating the new position of Administrative Services Manager, appointing the incumbent from position X49501 to that position and eliminating the positions of Law Enforcement Administrative Services Manager and Victim Services Supervisor; to reclassify Senior Assistant Prosecutor, X49501 to an Assistant Prosecutor II position and to fill that position; and to request an amendment to the Crime Victim Services grant effective immediately.
- WM12/03 – 35 To authorize the Prosecutor to apply for the Fiscal Year 2013 VOCA (Victims of Crime Act) grant from the Michigan Department of Community Health, for the purpose of continuing funding for the Domestic Violence Specialist and operating expenses and for the Chairman of the Board to affix his signature to the certification page.

- WM12/03 – 36 To award the bid for replacement of the Pioneer Park lodge roof (RFB-12-1965) to D & D Roofing 4G, LLC, for their bid of \$16,150 plus \$1.45/LF for any roof decking found in need of replacement with costs being paid from Parks fund 2080-0691.
- WM12/03 – 37 To accept the State of Michigan Hazardous Materials Emergency Preparedness Planning Program Grant Agreement, between the State of Michigan and the County of Muskegon on behalf of the Sheriff Department/Emergency Services, and direct the appropriate staff to sign the agreement and appropriate papers.
- WM12/03 – 38 To authorize the Chairman of the County Board of Commissioners to sign the Resolution designating the Capital Fund Services to manage and administer the revolving loan fund as the Regional Fund Manager for Region IV, which includes Muskegon County.
- WM12/03 – 39 To approve the County of Muskegon Disadvantaged Business (DBE) Program for Department of Transportation Financial Assistance Programs.
- WM12/03 – 40 To approve the attorney's recommendation regarding Workers Compensation litigation.
- WM 12/03 – 41 To authorize the Finance & Management Services Director to adjust the FY2011 allocation to Brookhaven, adjust the accounts receivable allowance and execute a loan agreement in the amount of \$2,325,000 payable on a ten (10) year amortization schedule at an interest rate equal to prime.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Board of Commissioners		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Administration		COMMITTEE DATE 03/22/12		REQUESTOR SIGNATURE
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The Administrator's employment contract expires on March 30, 2012. The Chairman has met with her, reviewed her evaluation and proposes that the attached contract be renewed for a three year term.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move that the Administrator's employment contract be adopted and that the Chairman be authorized to sign same.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
Concur – T. Williams				
AGENDA DATE:	AGENDA NO.:	BOARD DATE: 3/22/12	PAGE NO.	

**EMPLOYMENT AGREEMENT FOR
MUSKEGON COUNTY ADMINISTRATOR**

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the COUNTY OF MUSKEGON, a political subdivision of the State of Michigan, by and through its elected COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "EMPLOYER" or "BOARD", and BONNIE B. HAMMERSLEY, hereinafter referred to as "HAMMERSLEY" or "EMPLOYEE", both of whom understand as follows:

WITNESSETH:

WHEREAS, the BOARD is empowered to retain the services of an Administrator pursuant to MCL 46.11; and

WHEREAS, EMPLOYER desires to employ the services of Bonnie B. Hammersley as County Administrator of Muskegon County and,

WHEREAS, it is the desire of the BOARD to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

WHEREAS, it is the desire of the BOARD to (1) secure and retain the services of EMPLOYEE and to provide inducement for Bonnie B. Hammersley to remain in such employment, and (2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; and

WHEREAS, EMPLOYEE desires to accept employment as County Administrator of Muskegon County, Michigan.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. APPOINTMENT AND EMPLOYMENT

The BOARD hereby, by execution of this agreement, continues the appointment of EMPLOYEE, to serve in the position of County Administrator. The parties hereto agree to EMPLOYEE'S continuing engagement in such capacity in accordance with the terms and conditions hereinafter set forth.

II. DUTIES

EMPLOYER hereby agrees to employ Bonnie B. Hammersley as County Administrator of Muskegon County, Michigan to perform the functions and duties specified by statute, the Muskegon County Personnel Rules, the Muskegon County Board Rules, as they may from time-to-time be amended, and/or the Muskegon County Ordinances and to perform other legally permissible and proper duties and functions of the office of County Administrator as the BOARD shall from time-to-time assign.

III. TERM AND TERMINATION OF AGREEMENT

A. This agreement shall remain in full force and effect for three (3) years from the date of its execution or until terminated by one or both of the parties hereto.

B. The EMPLOYEE shall, on at-will basis, serve at the pleasure of the BOARD. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the BOARD to terminate the services of EMPLOYEE upon a determination of just cause for said termination, subject to the provisions set forth in Section VI, Paragraphs A and B.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from the County Administrator position with the EMPLOYER, subject only to the provision set forth in Section VI, paragraph C of this agreement.

D. The employment offered to EMPLOYEE by the EMPLOYER shall be the EMPLOYEE'S exclusive employment, and the EMPLOYEE shall devote her full energies and efforts to the performance of her duties; provided, however, that upon prior consent of the BOARD, the EMPLOYEE shall be entitled to accept occasional teaching or speaking engagements which do not conflict with the performance of her duties. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER while this agreement is in effect.

IV. COMPENSATION

The parties agree that EMPLOYEE'S compensation will not be changed by this Agreement, provided, however, that any increase will be considered, consistent with any increase received by County Department Heads. Decreases shall not be permissible unless the salary reduction is in an amount proportional to applicable across-the-board reductions for all Department Heads. An annual performance evaluation shall be conducted in accordance with Board Rule XX, Section 5.

V. FRINGE BENEFITS

Except as otherwise specifically provided herein, EMPLOYEE shall be entitled to receive the same fringe benefit package which is provided to County Department Heads, as described below and as specified in the attached Exhibit A.

A. **Retirement.** EMPLOYEE will be entitled to B-4 retirement benefits through the Municipal Employees Retirement System (MERS) and shall be included as a "member" of the B-4 retirement program [Division Code #17] offered to Department Heads and Elected Officials. This status shall require a "co-pay" contribution from EMPLOYEE in an amount of 5.2% of salary. BOARD agrees that any additional costs which may be actuarially determined to be necessary will be paid by County on behalf of EMPLOYEE. It is understood that this provision

will not be used for the purpose of purchasing extra service credits, but for the purpose of funding the benefit level in effect at the date of the signing of this agreement.

B. Automobile Allowance. EMPLOYEE shall be paid an automobile allowance of Four Thousand Two Hundred Dollars (\$4,200.00) annually. The parties stipulate and agree that this automobile allowance shall be deemed wages and, accordingly, reportable for tax purposes.

Provided, however, that EMPLOYEE acknowledges that BOARD may elect at any time to establish a new policy or program for automobile allowance which may result in either reduction, change, or perhaps even elimination of this benefit. Provided, further that the parties stipulate and agree that any such change, reduction, or elimination of this benefit will not leave EMPLOYEE in a position worse than is applicable to any other Department Head, it being stipulated and agreed that under no circumstances shall any Department Head be entitled to a greater benefit than is provided to County Administrator.

C. Expenses. EMPLOYEE shall be entitled to reimbursement for EMPLOYEE expenses, not otherwise covered by auto allowance or specific provision, in accordance with County practice and procedures. In addition, EMPLOYEE shall be entitled to a payment of One Hundred and Fifty Dollars (\$150.00) per month to address miscellaneous costs which are not specifically provided for under County practices and procedures. EMPLOYEE shall treat such payment as compensation subject to any allowable deductions.

D. Annual and Sick Leave. The EMPLOYEE shall be entitled to sixteen (16) days per year of annual leave, and shall in no event accumulate more than nine hundred sixty (960) hours and twelve (12) days sick leave, effective and commencing on her first day of employment and thereafter receive vacation benefits consistent with all other unclassified employees in each succeeding year of service, pursuant to Rule XX of the Muskegon County Personnel Rules. In

addition, all EMPLOYER'S Personnel Rules regarding the accrual, retention, granting of additional vacation, use of vacation and sick leave benefits for management employees shall apply to the EMPLOYEE in the same manner as such other employees, unless expressly superseded by this agreement. Specifically, these benefits cannot be used before they are accrued.

E. **Insurance.** The EMPLOYEE, and her spouse, shall receive the standard medical, life, and disability and related insurance benefits received by all Muskegon County employees from time-to-time. EMPLOYEE and spouse shall be provided coverage for health and dental insurance premiums. EMPLOYEE shall be required to contribute 15% of the cost of those premiums. The EMPLOYEE shall receive the same life insurance as is provided to all Muskegon County employees with additional coverage if necessary, to equal EMPLOYEE'S annual salary. EMPLOYER agrees to pay the cost of continuing EMPLOYEE'S current insurance coverage until fully covered by the EMPLOYER'S plan.

VI. TERMINATION AND SEVERANCE PAY

A. In the event EMPLOYEE is terminated for any reason other than cause, which is defined as:

1. Being convicted by an agency of the State or Federal Government for committing a criminal act; or
2. Committing an act of moral turpitude; or
3. Committing an act of gross malfeasance.

EMPLOYER agrees to pay EMPLOYEE six (6) months of salary as severance pay after the date of termination or as a lump sum as determined by the EMPLOYEE. All applicable and

accrued benefits, including unused vacation and sick time, will be paid EMPLOYEE in addition to the stipulated severance pay.

B. In the event EMPLOYER at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than applicable across-the-board reduction for all employees of EMPLOYER, or in the event EMPLOYER refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or if the EMPLOYEE resigns following a suggestion by a majority of the BOARD, then, in that event, EMPLOYEE may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply, or such suggested resignation within the meaning and context of the severance pay provision herein.

C. In the event EMPLOYEE shall resign her position as County Administrator, other than in circumstances wherein her removal is being sought, or is subject to being sought, pursuant to the provision next above, then EMPLOYEE shall not be entitled to any severance compensation, other than payment of 100% accrued, but unpaid vacation and sick leave benefits. Should EMPLOYEE resign from employment, EMPLOYEE will provide as much advance written notice of the termination to the BOARD as is practicable, preferably at least sixty (60) days.

VII. PERFORMANCE EVALUATIONS

A. The BOARD shall review and evaluate the performance of the EMPLOYEE at least once annually at the end of each anniversary date of employment. Said review and evaluation shall be in accordance with specific performance goals and similar criteria developed jointly by EMPLOYER and EMPLOYEE. Said criteria may be added to or deleted from as the Board may from time-to-time determine, in consultation and agreement with the EMPLOYEE.

VIII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The BOARD, in consultation with the County Administrator, shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the County Charter or any other law.

B. All provisions of the Muskegon County Charter, laws and ordinances, and regulations and rules of the EMPLOYER relating to retirement and pension system contributions, holidays, and other employee benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of the EMPLOYER, in addition to said benefits enumerated in this Agreement specifically for the benefit of EMPLOYEE.

IX. GENERAL PROVISIONS

A. **Amendment.** This agreement may be amended only in writing executed by the parties hereto.

B. **Entire Agreement.** This agreement represents the entire agreement between the parties.

C. **Laws.** This agreement shall be governed and construed in accordance with the laws of the State of Michigan. In the event any provision of this agreement is deemed to be invalid as a consequence of being in violation of law, then such partial invalidity shall not affect its other provisions.

D. **Employment Status.** This Employment Agreement, for all purposes, shall be considered as an Employment Agreement giving rise to a master servant relationship rather than an independent contractor relationship between BOARD and EMPLOYEE.

E. **Notices.** Notices pursuant to this agreement shall be given to each party at:

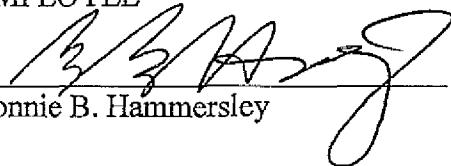
Office of the Muskegon County Administrator
Michael E. Kobza Hall of Justice, Fourth Floor
990 Terrace Street
Muskegon, MI 49442

This agreement has been executed by and between the BOARD, by and through its
Chairman, and the EMPLOYEE.

EMPLOYER
COUNTY OF MUSKEGON

By: _____
Kenneth Mahoney, Chairman
County Board of Commissioners

EMPLOYEE



Bonnie B. Hammersley

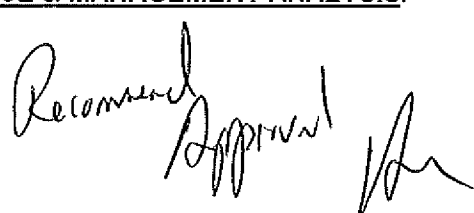
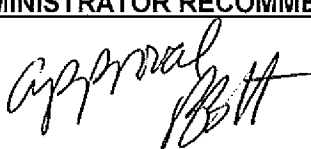
EXHIBIT A

MUSKEGON COUNTY, MICHIGAN

**COUNTY ADMINISTRATOR
BENEFIT SUMMARY**

Fringe Benefit	Details of Coverage
457 Deferred Compensation Contribution	\$1,500 employer paid contribution to 457 plan \$4,500 employer matched contribution to 457 plan
Medical Insurance	Specified in agreement.
Benefit Option	\$2,000 per year to employee if they are covered by a spouse's insurance plan and opt out of County insurance coverage.
Dental Insurance	Specified in agreement.
Retiree Insurance	Graduated schedule for medical and dental w/employer paying 40-100% of premium based on years of service - 10 years = 40% and 25 years = 100% for retiree only.
Retirement	Specified in agreement.
Life Insurance	Equal to employee salary to next highest \$1,000.
Long Term Disability	66 2/3% of wages after being off 6 months - Employer paid
Sick Leave	12-18 days per year
Annual Leave	16-24 days per year with maximum accumulation of 960 hours which can be rolled into the FAC for retirement calculation.
Personal Days	2 days per year
Holidays	12 days per year
Section 125	available for Health and Childcare reimbursement @ employee cost
Cost of Living	Up to \$416.00 based on the yearly change in the CPI
Longevity	\$250.00 - \$1,250.00 based on years of service
Auto Allowance	\$4,200 per year
Meal Expense Account	\$1,800 per year
Cellular Business Phone	iPhone provided by County

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
Board of Commissioners		N/A	
REQUESTING DEPARTMENT		COMMITTEE DATE	REQUESTOR SIGNATURE
Administration		March 22, 2012	Judith Kell
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>Approval is requested to allow the Chairman of the County Board of Commissioners to act as the Certifying Officer for the County of Muskegon as the responsible entity for the Community Development Block Grant Homeowner Rehabilitation Program funded by the Michigan State Housing Development Authority. The Certifying Officer is responsible for all environmental review requirements. The Chairman of the Board of Commissioners has been authorized in the past to act as the Certifying Officer for several Housing and Urban Development projects in Muskegon County.</p> <p>The designation of a Certifying Officer is necessary before MSHDA releases funds to operate the CDBG Homeowner Rehabilitation Program.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move to authorize the Chairman of the Muskegon County Board of Commissioners to act as the Certifying Officer for the County of Muskegon as the responsible entity for the Community Development Block Grant Homeowner Rehabilitation program funded by the Michigan State Housing Development Authority.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>	
			
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>	
			
AGENDA DATE:	AGENDA NO.:	BOARD DATE: 3/22/12	PAGE NO.

CERTIFYING OFFICER DESIGNATION

Designation:

Kenneth Mahoney, Chairman of the Muskegon County Board of Commissioners, of the County of Muskegon is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of MSHDA CDBG funds, Grant Number: MSC-2011-0787-HOA.

Date: March 22, 2012

Designated by: The Muskegon County Board of Commissioners at the
March 22, 2012 meeting

Nancy Waters, County Clerk

Acknowledgement:

I, Kenneth Mahoney, Chairman of the County Board of Commissioners, accept the responsibilities of the Certifying Officer for the County of Muskegon as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal Official" as that term is used in Section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all of the requirements of Section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508 and 24 CFR part 58, including the related Federal authorities listed in Section 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as Certifying Officer of the responsible entity.

Certifying Officer Signature: _____ Date: _____
Kenneth Mahoney, Chairman
Muskegon County Board of Commissioners

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Board of Commissioners		BUDGETED NON-BUDGETED PARTIALLY BUDGETED X	
REQUESTING DEPARTMENT Administration	COMMITTEE DATE March 22, 2012	REQUESTOR SIGNATURE Judith Kell	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
Approval is being requested to grant a 10 foot public easement for the purpose of extending the Berry Junction bike trail through the Muskegon North Industrial Park until rescinded by the Muskegon County Board of Commissioners subject to the approval of the Environmental Protection Agency and the Michigan Department of Environmental Quality.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
I move to authorize the Chairman of the County Board of Commissioners to sign a public easement for the purpose of extending the Berry Junction bike trail through the Muskegon North Industrial Park until rescinded by the Muskegon County Board of Commissioners subject to the approval of the Environmental Protection Agency and the Michigan Department of Environmental Quality.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>	
(Empty)		Recommend Approval <i>JK</i>	
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>	
Concur – T. Williams		approval <i>BSA</i>	
(Empty)			
AGENDA DATE:	AGENDA NO.:	BOARD DATE: 3/22/12	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE County Board		BUDGETED NON-BUDGETED PARTIALLY BUDGETED □□□	
REQUESTING DEPARTMENT Administration	REQUEST DATE March 22, 2012	REQUESTOR SIGNATURE Bonnie Hammersley	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>The CMH Board approved the appointment of Julia Rupp to the position of CMH Director on January 27, 2012.</p> <p>The Mental Health Code provides that the terms and conditions of the director's employment including tenure of service shall be as mutually agreed to by the CMH board and the director and shall be specified in a written contract.</p> <p>The CMH Board and Human Resources Director have negotiated a contract with Ms. Rupp, which places her within the approved County scale for the CMH Director and provides the standard fringe benefit package for County Department Directors. The term of the contract is three years. Ms. Rupp is relocating from Indiana and will begin employment on April 2, 2012.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
I move to endorse the CMH Board's selection of Julia Rupp as the CMH Director, and the employment contract approved by the CMH Board.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
HUMAN RESOURCES ANALYSIS: Recommend Approval Deborah Groeneveld		FINANCE & MANAGEMENT ANALYSIS:	
CORPORATE COUNSEL ANALYSIS:		ADMINISTRATOR RECOMMENDATION: <i>approval</i> <i>BBA</i>	
AGENDA DATE:	AGENDA NO:	BOARD DATE: <i>3/22/12</i>	PAGE NO.