

**NOTICE OF SEMI-MONTHLY COUNTY BOARD MEETING
And AUDIT/FINANCE MEETING**

PLEASE TAKE NOTICE that the Schoolcraft County Board of Commissioners will meet on **Thursday, March 23, 2023**, in the District Courtroom of the Schoolcraft County Building, Manistique, Michigan, commencing at **5:00 P.M.**

The following is the proposed Agenda:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes: March 9, 2023, Board and Audit-Finance Meeting

5. Approval of agenda
6. Public Hearings:
7. Brief Public Comment:
8. Old and unfinished business:
9. New Business:
 - Ambulance Millage Presentation – Corey Barr and Tim Russell
 - MIDC Attorney Contract – Signature
 - Building Authority Board Appointment
 - Audit-Finance Committee Report and Action Items

10. Committee and department reports
11. Announcements and notices
12. Public Comment
13. Commissioner’s Comments
14. Communications
15. Audit Claims and Vouchers
16. Budget Adjustments
17. Adjournment

And, to take up and consider any other matter which may lawfully come before the Board at this time.

Paul Walker
Paul Walker, Chairperson
Schoolcraft County Board of Commissioners

Daniel P. Hoholik
Daniel P. Hoholik, Chairperson Audit-Finance
Schoolcraft County Board of Commissioners

Public may view this meeting via zoom (listening purposes only) no public comment or interaction via zoom.

Join Zoom Meeting
<https://us02web.zoom.us/j/5117745749>

Meeting ID: 511 774 5749
Passcode: 987456

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
BOARD MEETING and AUDIT/FINANCE MEETING**

The Schoolcraft County Board of Commissioner's Board Meeting / Audit Finance Meeting met on Thursday, March 9, 2023, in the District Courtroom of the Schoolcraft County Building, City of Manistique, Michigan. Chairman Paul Walker called the meeting to order at 5:00 p.m. The roll was called with the following members present and/or absent:

Present: Commissioner Craig Reiter
 Commissioner Bruce Birr
 Commissioner Troy Bassett
 Commissioner Paul Walker
 Schoolcraft County Clerk Beth A. Edwards

Absent: Commissioner Daniel P. Hoholik (excused)

Chairman Paul Walker led the Schoolcraft County Board of Commissioners and the members of the audience in the Pledge of Allegiance to the Flag of the United States of America.

It was moved by Commissioner Bruce Birr and was seconded by Commissioner Craig Reiter to approve the minutes of the February 23, 2023, Board and Audit-Finance Meeting of the Schoolcraft County Board of Commissioners. Roll call vote: Bruce Birr, yes; Craig Reiter, yes; Troy Bassett, abstain; Paul Walker, yes. The motion carried by majority aye vote of the Board members present. [Copies of minutes are available at the Office of the Schoolcraft County Clerk.]

Chairman Paul Walker asked if there were any additions, deletions, or corrections to the printed agenda. Commissioner Paul Walker asked to add 23-2 Resolution Honoring Michigan Association of Counties 125 Years of Service. **It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the amended agenda. The motion carried by a unanimous aye vote of the Board members present.

“Public Hearings”: None

“Brief Public Comment”: Rick Demers addressed the EDC Budget Request.

Dave Muxlow addressed the EDC Budget Request.

“Unfinished Business”: None

“New Business”:

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to appoint Donald Higgs, MD, PHD, Schoolcraft County Chief Deputy Medical Examiner. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Craig Reiter to approve a letter of support for Highline Internet - Robin Grant Application for increased availability to Schoolcraft County residents and authorize Paul Walker, Board Chairman, to sign the letter. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to appoint Bonnie Garvin to the Economic Development Corporation Board. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to appoint Paul Walker to the Economic Development Corporation Board. Roll call vote: Craig Reiter, yes; Troy Bassett, yes; Bruce Birr, yes; Paul Walker, abstain. The motion carried by a majority aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the Agreement to pay UPSET \$1,500 for services and authorize Paul Walker, Board Chairman, to sign the agreement. Roll call vote: Troy Bassett, yes; Bruce Birr, yes; Craig Reiter, no; Paul Walker, yes. The motion carried by a majority aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve the payment of \$2,149 to Bittner Engineering, Inc. for architect drawings for jail and increase the budget from over revenues. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Craig Reiter to approve a budget increase of \$25,000 from over revenues for the EDC Activity Department “729”, professional/contractual services in the general fund. There was discussion. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Bruce Birr to appoint Sara MacGregor to fill the MIDC Attorney Contract for FY22-23 that is being vacated by Kathryn Denholm on April 1, 2023. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Paul Walker to approve the renewal of the Advanced Correctional Healthcare, Inc. Contract in the amount of \$52,999 (3/1/2023 to 2/29/2024). The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Paul Walker to approve the LMAS Lease Renewal (March 1, 2023 to February 28, 2025) in the amount of \$60,331.86 for year one, and authorize Paul Walker, Board Chairman, to sign the Lease Agreement. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Bruce Birr and was seconded by Commissioner Craig Reiter to approve the Community Action Lease Renewal in the amount of \$3,169.80 for year one, and authorize Paul Walker, Board Chairman, to sign the Lease Agreement. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the Sheriff's Department Budget Amendment in the amount of \$7,500 from part-time wages to overtime. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve Resolution 23-2 Honoring the Michigan Association of Counties and authorize Paul Walker, Board Chairman, to sign the resolution. The motion carried by a unanimous aye vote of the Board members present.

Under Committee and Department Reports, the following matters were heard:

Commissioner Craig Reiter : attended HBH and UPCAP meetings.

Commissioner Bruce Birr: attended UP Agricultural Conference.

Commissioner Troy Bassett: attended Building/Grounds & Airport Committee, Personnel Committee and Road Commission meetings.

Commissioner Paul Walker: attended Schoolcraft Memorial Hospital Board, City Council, EDC, Planning Commission, Emergency Manager, Audit-Finance Committee, and LMAS meetings.

Sheriff Charles Willour addressed the architect drawing for the back entrance of the jail, one of the cars is sold, and the Drone came in, there are two people going through training to operate it.

Ashley Reitter, Soil Conservation, addressed tree sale and upcoming events (all on their website and Facebook page).

Dave Muxlow addressed the Masterplan that the Planning Commission is working on.

Rick Demers thanked the Board for the funding.

Announcements and Notices: None

Public Comment: Kim Rochefort thanked the Board for the funds for the Dozer to be purchased by the Road Commission.

Victoria George thanked the Board for supporting EDC/STC.

Dave Muxlow thanked Commissioner Birr for stepping up to become commissioner.

Andy Bertapelle, SMH CEO, thanked the Board for their support of Schoolcraft Memorial Hospital and EDC.

Commissioner's Comment: Craig Reiter stated it is good to see the Board can help the community as there was a point where they weren't able to.

Paul Walker the VFW is looking for volunteers for the VA Wall that will be coming this fall.

Troy Bassett Thanked Commissioner Bruce Birr for stepping up.

Communications: None.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Craig Reiter to approve the claims and vouchers numbered **4171 through 4232**, inclusive. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to adjourn. The motion carried by a unanimous aye vote of the Board members present.

Chairman Paul Walker adjourned the Board and Audit Finance Meeting at 5:36 P.M.

Beth A. Edwards, County Clerk

Approved: _____

DRAFT

STATE OF MICHIGAN
COUNTY OF SCHOOLCRAFT
INDIGENT DEFENSE CONTRACT
APRIL 1, 2023 – SEPTEMBER 2023

THIS AGREEMENT, made and entered into by and between the COUNTY OF SCHOOLCRAFT, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”), and Sara R. MacGregor, hereinafter referred to as the “Contract Attorney”:

WHEREAS, the County is in need of an efficient and economical system for providing an attorney at county expense to defend those individuals who are charged with criminal offenses and who cannot retain private counsel due to indigency; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is a contract between the County and an attorney to provide such services as may be needed; and

WHEREAS, the County and the Attorney agree that the compensation to be paid in this contract is reasonably related to the services the Attorney actually performs based upon a reasonable estimate of the cases to be assigned and the hours to be expended by the Contract Attorney for the contract year covered by this Agreement; and

WHEREAS, the Sara R. MacGregor has represented that he/she is ready, willing, and able to provide such services on a contract basis:

NOW THEREFORE, the parties do hereby mutually agree, as follows:

1. The term of this agreement shall be from April 1, 2023 through September 30, 2023.

2. During said period the Contract Attorney agrees to provide complete legal defense services for all indigent parties that the Circuit and District Judges in Schoolcraft County appoint to Contract Attorney and shall continue such representation of each defendant until final disposition in any court within said County, even should that extend beyond the termination date of this contract. During said period the Contract Attorney also agrees to pursue appeals other than to the Court of Appeals or Supreme Court.
3. Contract Attorney shall be responsible for determining indigency status of Defendants, using MIDC criteria.
4. In the event of conflicts or excess caseload, assigned counsel may be appointed, and shall be compensated at the following hourly rates: misdemeanors-\$100; low severity felonies - \$110; high severity felonies - \$120. Caseload limits shall be determined by MIDC standards. Contract Attorney shall be responsible for assignment of cases to other attorney(s) ("Assigned Attorney"), as necessary to resolve the conflict.
5. Final disposition shall be defined as dismissal of the case, sentencing of the defendant, withdrawal of counsel with Court approval, or substitution of other counsel. Reserved restitution issues are included; parole/probation violations are not included.
6. Contract Attorney shall be available for scheduled arraignments and shall be reasonably available for unscheduled arraignments each day that court is in session. Contract Attorney shall be responsible for arranging substitute counsel to appear for scheduled arraignments when Contract Attorney is not available. Substitute counsel for arraignments shall be permitted to appear electronically whenever it is impractical to appear in person. The Court shall notify Contract Attorney prior to arraignments.
7. Contract Attorney shall cooperate with and participate as a team member of the Schoolcraft County Treatment Courts.
8. Contract Attorney agrees to prepare and file all required compliance reports as required by the Michigan Indigent Defense Commission, and be responsible for assigning and supervising appointed counsel. Contract Attorney shall monitor first appearance contacts, compliance with education and training requirements and

standardized billing by Assigned Attorney(s). Contract Attorney shall be responsible to review and approve billings submitted by Assigned Attorney (s). Contract attorney may subcontract reporting duties.

9. This contract is intended to complete the current contract term. Thereafter, this contract may be reviewed on agreement of the parties for additional one (1) year term(s) on the condition that state funding continues. Each party to this agreement may terminate the same upon 30 days written notice. Should this contract be terminated as to the Attorney or should it not be renewed, the Attorney agrees that he/she will complete the representation of all clients who had been assigned to him/her during the existence of the contract, for which representation compensation shall be paid at the assigned counsel rate.

10. THE ATTORNEY AGREES:

- A. To maintain at his/her expense adequate professional liability insurance and hold the County harmless for any and all liability arising by virtue of this contract for the representation of indigent individuals in this County. Further, the Attorney shall be licensed and in good standing with the State Bar of Michigan.
- B. Contract Attorney's obligation under this contract to represent indigent individuals, including but not limited to criminal defendants, or as otherwise agreed to in this contract, shall take precedence over any and all other commitments that the Attorney might have in the course of his/her legal practice; and in any conflict between proceedings under this contract and other legal business of the Attorney, the proceedings under this contract shall take priority. Contract Attorney may continue to accept private legal work which does not conflict with this contract. It is expected that Contract Attorney may also accept conflict cases from other indigent defense offices.
- C. To not request or accept a retainer, payment, reimbursement, or any other compensation or property from or on behalf of any person they have been appointed to defend under this contract for services performed for the defendant under this contract.

- D. Contract Attorney shall timely meet with clients prior to initial court appearance, and after being appointed to represent an individual either in person, telephonically or electronically. Further, the Contract Attorney shall comply with all state and federal laws, all local laws and ordinances, all Michigan Rules of Professional Conduct and all Michigan Indigent Defense Commission Standards.
- E. Each Contract Attorney and Assigned Attorney shall not discriminate against a person to be served under this Agreement because of race, color, religion, national origin, sex, disability, height, weight, marital status, political affiliation or beliefs, or citizenship. The Attorney shall adhere to all federal, state, and local laws, ordinances, rules and regulations prohibiting discrimination with regard to persons seeking employment. The Attorney shall not discriminate against an employee or applicant for employment with respect to hire, tenure, employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, political affiliation, or beliefs or citizenship. Breach of the covenants set forth in this paragraph shall be regarded as a material breach of this Agreement.
- F. The Contract Attorney shall assume all responsibility, and indemnify and hold harmless the Court and County for all costs, damages, lawsuits, liabilities, errors or omissions resulting from the performance or nonperformance of the services under this Agreement. The Court and County shall assume no responsibility for actions brought against the Attorney for the performance of services rendered by the Attorney, nor shall the Court or County be required to defend or indemnify the Attorney. The Attorney understands and agrees that he/she is not covered under the County's liability insurance. The Attorney shall provide professional liability insurance covering each of his/her employees while performing the services under this Agreement. Proof of insurance shall be provided to the County upon request.
- G. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contract Attorney is an independent contractor. The Attorney, and employees, servants, and agents of the Attorney shall in no way be deemed to

be and shall not hold themselves out as employees, servants, or agents of the County. The Attorney's employees, servants and agents shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity. The Attorney shall be responsible for paying any salaries, wages, or other compensation due his/her employees for services performed pursuant to this agreement and for the withholding and payment of all applicable taxes, but not limited, to income and Social Security taxes, to the proper federal, state and local governments.

11. THE COUNTY AGREES.

- A. To compensate the Attorney for the performance of the services provided by this contract the sum \$230,112.80 for the contract year, which sum includes attorney compensation and expenses for maintaining attorney's office as set forth in the 2022-2023 grant application.
- B. The County acknowledges it is responsible for additional fees for experts, investigations, training, travel required for out-of-county detention, other assigned counsel, and other necessary costs as described in the Indigent Defense System Cost Analysis FY 23. County will compensate Contract Counsel for mileage to and from hearing and detention sites outside Schoolcraft County, at the current state rate.
- C. To make payments to the Attorney in 26 equal installments, commencing April 1, 2023.
- D. The County specifically agrees to release said Attorney from this contract if he/she is ever elected or appointed to public office.
- E. INDEPENDENT CONTRACTOR. Because Contract Attorney is not an employee of Schoolcraft County, it is acknowledged that Contract Attorney sets her own schedule. See paragraph 6, above.

12. GENERAL PROVISIONS.

- A. Invalid/Unenforceable provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and such invalid or unenforceable section shall not affect the validity or enforce the ability of the remainder of the Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or non-enforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered in valid or enforceable.
- B. Modification, Amendments, or Waiver of Provisions of the Agreement. Any modification, amendments, or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.
- C. Complete Agreement. This Agreement and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

THE COUNTY OF SCHOOLCRAFT

Dated: _____

BY: _____

Schoolcraft Co. Bd. Of Commissioners

BY: _____

Beth Edwards, County Clerk

THE ATTORNEY

Dated: 3/14/23 _____

 _____

Sara R. MacGregor

I, Brandon Berglund, am writing this as my letter of interest for the Schoolcraft County Building Authority. I believe I would be helpful for this with my work experience, and would like to be involved in more local operations in our community. I have over six years experience maintaining large properties and performing inspections. I am looking forward to join the Building Authority.


Brandon Berglund

415 N Houghton Ave.

Manistique, MI

49854

906-450-3982

NOTICE OF COMMITTEE MEETING

PLEASE TAKE NOTICE that there will be a meeting of the *Audit-Finance Committee* of the Schoolcraft County Board of Commissioners on **Tuesday, March 21, 2023, at 3:30 p.m.** in 1st Floor Conference Room, Schoolcraft County Courthouse, Manistique, Michigan.

1. Call to order
2. Roll call
3. Pledge of Allegiance
4. Discussion:
 - Personnel Committee Referral – Steve V. Increase Request
 - 11th Circuit Court Employee Proposal
 - Review Budget
 - Any other matter brought to the Committee.
5. Public Comment
6. Adjournment

and to take up and consider any other matter which may lawfully come before the Board at this time.

Daniel Hoholik

Dated: March 14, 2023

Daniel P. Hoholik, Audit-Finance Committee Chairperson
Schoolcraft County Commissioner