

# Finance Committee Agenda

**3/19/2024**  
**1:30 PM**  
**Room 202**

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**Meeting called by:** Bill Routley      **Note taker:** Paul Bullock

**Attendees:** Jerrilynn Strong, Chris Jane, Ray Steinke, Mindy Taylor

## ----- Agenda Topics -----

Call To Order	Chair
Public Comment	
911 Surcharge Renewal	Administrator
Representation Agreement/CMDA Law	Administrator
Evidence Storage Request	IT
Listed Bills	
Commissioner Per Diem and Travel	
Other Business	
Adjournment	Chair

# Finance Committee Minutes

3/19/2024

1:30 PM

Room 202

**Meeting called by:** Bill Routley **Note taker:** Paul Bullock

**Attendees:** Jerrilynn Strong, Chris Jane, Ray Steinke, Mindy Taylor

## ----- Agenda Topics -----

Call To Order Chair 1:30 PM

Public Comment NONE

911 Surcharge Renewal Administrator

Discussion: The Committee reviewed a request from Central Dispatch to place a 911 Surcharge Renewal Proposal on the August 6<sup>th</sup> Primary Ballot.

Conclusions: **The Committee will recommend to the Board that a resolution and ballot proposal be placed on the April 4<sup>th</sup> board agenda for renewal of the 911 Surcharge.**

Representation Agreement/CMDA Law Administrator

Discussion: The Committee reviewed a proposed Representation Agreement with CMDA Law for representation of the Planning Commission regarding the Gotion Site Plan request process.

Conclusions: **The Committee will recommend to the Board that the Administrator be authorized to execute the agreement as proposed.**

Evidence Storage Request IT

Discussion: The Committee reviewed a proposal from IT to install a secure electronic evidence server for the Sheriff's Office. The device will allow for secure handling of sensitive electronic evidence in an environment that will allow for selective sharing with agencies the SO is working with.

Conclusions: **The Committee will recommend to the Board that the purchase and set up of a system with up to 44 TB of storage be approved at a cost of \$4,332.75 from Fund 405 Capital Equipment.**

Listed Bills

Discussion: The Committee reviewed all bills

Conclusions: **The Committee will recommend that all bills be paid.**

Commissioner Per Diem and Travel

Discussion: **The Committee reviewed and approved all Commissioner per diem and travel.**

Other Business

Discussion: Ms. Taylor requested clarification on payment for logoed shirts and jackets for elected officials and department heads. **The Committee requested a draft policy for consideration at their next meeting.**

Adjournment Chair 2:29 PM

**Meceola Consolidated Central Dispatch Authority  
2024**

**9-1-1 Emergency Dispatch Surcharge Funding Proposal**

**WHEREAS**, The Meceola Consolidated Central Dispatch Authority has established an emergency telephone service network and dispatch service pursuant to Act 32 of the Public Act of 1986, as amended, and

**WHEREAS**, the 9-1-1 emergency telephone and dispatch services are of substantial benefit to the citizens of the Counties of Mecosta and Osceola; and

**WHEREAS**, pursuant to the Emergency Telephone Service Enabling Act, Section 401b(1), being MCL 484.1401b(1), the Mecosta and Osceola County Boards of Commissioners may with voter approval authorize a telephone surcharge of up to \$3.00 for each service user, except for users of prepaid wireless communications service, for recurring emergency telephone operation costs and charges; and

**WHEREAS**, under the Emergency Telephone Services Enabling Act the Counties of Mecosta and Osceola are currently charging \$3.00 for each service user; and

**WHEREAS**, the Meceola Consolidated Central Dispatch Board of Authority believes that a continued monthly telephone surcharge at the level of up to \$3.00 for each service user is necessary to provide an adequate and equitable financing mechanism for the needs of the Meceola 9-1-1 Central Dispatch Center.

**THEREFORE, BE IT RESOLVED**, that the following proposal be submitted to Mecosta County Board of Commissioners and request the following question be placed on the ballot at the Primary Election to be held August 6, 2024.

**MECOSTA COUNTY  
PROPOSITION FOR 9-1-1 EMERGENCY SERVICE SYSTEM FUNDING**

Commencing January 1, 2027, shall the County of Mecosta, Michigan, be authorized to continue to assess a surcharge of up to \$3.00 per month on all landline, wireless, and voice over internet protocol service users located in Mecosta County, to be used exclusively for the funding of 9-1-1 emergency telephone call answering and dispatch services within Mecosta County, including facilities, infrastructure, equipment and maintenance, and operating costs?

YES [ ]      NO [ ]

**CERTIFICATION:**

The undersigned, being the Director of Meceola Consolidated Central Dispatch Authority, does hereby certify that on the 11th day of March 2024, the Meceola Consolidated Central Dispatch Board of Authority did approve the above Resolution.



**Megan Erickson, Director  
Meceola Consolidated Central Dispatch Authority**



## MECOSTA COUNTY RESOLUTION

#2024-06

### 9-1-1 Emergency Dispatch Surcharge Funding Proposal

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_:

**WHEREAS**, The Meceola Central Dispatch Authority has been established to provide an emergency telephone service network to the Mecosta County Enhanced 911 Service District pursuant to Act 32 of the Public Act of 1986, as amended, and

**WHEREAS**, MCLA 484.1401b section 401b states:

(1) In addition to the charge allowed under section 401a, after June 30, 2008 a county board of commissioners may assess a county 9-1-1 charge to service users located within that county by 1 of the following methods:

(a) Up to \$0.42 per month by resolution.

(b) Up to \$3.00 per month with the approval of the voters in the county.

(c) Any combination of subdivisions (a) and (b) with a maximum county 9-1-1 charge of \$3.00 per month.

(2) A county assessing a county 9-1-1 charge amount approved in the commission's order in case number U-15489 that exceeds the amounts established in subsection (1) may continue to assess the amount approved by the commission. Any proposed increase to the amount approved in the commission order is subject to subsection (1).

(3) The charge assessed under this section and section 401e shall not exceed the amount necessary and reasonable to implement, maintain, and operate the 9-1-1 system in the county.

, and

**WHEREAS**, The Meceola Central Dispatch Authority has requested submission of a ballot proposal to the voters authorizing assessment of a county 9-1-1 charge to service users located within Mecosta County of up to \$3.00/month, and

**WHEREAS**, the Mecosta County Board of Commissioners has determined that the amount raised by such a charge is in fact reasonable and necessary to implement, maintain, and operate the 9-1-1 system in Mecosta County, now

**THEREFORE BE IT RESOLVED THAT**, the following question be placed on the ballot at the Primary Election to be held on August 6, 2024.

**BALLOT PROPOSAL**  
Mecosta County  
**PROPOSITION FOR 9-1-1 EMERGENCY SERVICE SYSTEM FUNDING**

Commencing January 1, 2027, shall the County of Mecosta, Michigan, be authorized to continue to assess a surcharge of up to \$3.00 per month on all landline, wireless, and voice over internet protocol service users located in Mecosta County, to be used exclusively for the funding of 9-1-1 emergency telephone call answering and dispatch services within Mecosta County, including facilities, infrastructure, equipment and maintenance, and operating costs?

YES [ ]

NO [ ]

AYES: Commissioners: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED. \_\_\_\_\_  
Marcee M. Purcell  
Mecosta County Clerk

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF MECOSTA    )

I, the undersigned, the duly qualified and acting Clerk of the County of Mecosta, Michigan (the County) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

\_\_\_\_\_  
Marcee M. Purcell  
Mecosta County Clerk

New Client	X
Existing Client	



Date:	3/18/24
Matter #	
Client #	

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ATTORNEYS AND COUNSELORS AT LAW

310 W. FRONT STREET, SUITE 221 - TRAVERSE CITY, MICHIGAN 49684 - PHONE: (231) 922-1888 FAX: (231) 922-9888

## GENERAL REPRESENTATION AGREEMENT

CLIENT NAME:		Mecosta County	
ENTITY/MATTER NAME:		Mecosta County/Zoning	
CLIENT ADDRESS:	400 Elm Street	CLIENT PHONE:	(231) 796-2505
	Big Rapids, MI 49307	CELLULAR:	
		ALT. PHONE:	
CLIENT SSN:		FAX:	
BILLING CONTACT:	Paul Bullock Mecosta County Controller/Administrator	EMAIL:	pbullock@mecostacounty.org
	FIXED FEE BILLING	\$	
X	STANDARD HOURLY BILLING	X	MONTHLY
	QUARTERLY		UPON CONCLUSION
ATTORNEY RATE:	\$215.00	/HOUR	
PARALEGAL RATE:	\$105.00	/HOUR	

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CLIENT INITIALS:		DATE:	
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STANDARD COPY RATE:	\$0.00	STANDARD FAX RATE:	\$0.00
OTHER:			
GENERAL RETAINER:	\$0.00		
PERPETUAL RETAINER:	\$0.00		
SPECIAL BILLING INSTRUCTIONS:			
CLAIM #:		POLICY #:	
INSURED NAME:		DATE OF LOSS:	

IT IS HEREBY AGREED that the undersigned client(s) retains the law firm of CUMMINGS, MCCLOREY, DAVIS & ACHO, P.L.C. to represent and counsel said client(s) in all legal matters relating to or arising out of the matter specified in this contract. It is also agreed this contract will be binding on all future work assigned to the law firm by the undersigned client(s) unless changes are acknowledged and approved in writing.

Nothing in this Agreement and nothing in attorney's statements to the client will be construed as a promise or guarantee about the successful outcome of these matters, and are only expressions of opinion.

The specified attorney fee applies to all services of an attorney, including, but not limited to, preparation, investigation, drafting of documents, legal research, correspondence, emails, telephone and/or office consultations and conferences with client(s) or other persons, matters which require court appearances, including, but not limited to, such services as attendance at depositions, motions, pretrial conferences, hearings, and trial.

The fees for the type of work envisioned are significantly influenced by the criteria for reasonableness specified by the applicable Rules of Professional Conduct and the American Bar Association Code of Professional Responsibility which include the time and labor required for the tasks performed; the difficulty, novelty, or complexity of the program presented; the skill required

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CLIENT INITIALS:		DATE:	
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to perform the tasks in a professional manner; the nature of the matter; the fees customarily charged for similar services; and the nature of the results obtained for the client.

In addition to the above attorney fee, the undersigned client agrees to advance all costs incidental to the employment of CMDA, including, but not limited to filing fees, service of process fees, discovery, and investigations. CMDA also charges for postage, overnight mail charges, computerized legal research, and out-of-pocket expenses incurred on behalf of the client. Some costs and fees may be forwarded directly to the client for payment by the client.

The ultimate amount of fees and costs will depend on the nature and complexity of the case. It cannot be precisely estimated or determined in advance what amount of attorneys' time will be expended or what amount of costs will be incurred in completing this matter.

The client acknowledges that CMDA has explained the impact of the Discovery Rules on its obligations to the litigation process. The client recognizes that the Rules require a great deal of discovery be conducted in the first few months of a litigated matter. The client is further advised that these Rules demand complete client cooperation with the discovery process. The client and CMDA are subject to severe monetary sanctions by the court in the event that the court deems that the client and/or the attorney are not cooperating in the discovery process, and other procedural matters, and the client expressly agrees to do whatever CMDA deems necessary and required in order to avoid these sanctions.

The client further acknowledges that alternative dispute resolution methods may be ordered by a court under appropriate circumstances, or the attorney may recommend such as an option to litigation, where mediation, facilitation or arbitration may be advisable.

Attorney fees and costs will be billed to the client in accordance with the billing frequency noted on page 1 of this agreement. Payment is accepted in the form of cash, check, money order, and Visa and Mastercard. The client will be charged a \$35.00 (thirty five) dollar fee for each returned check.

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CLIENT INITIALS:		DATE :	
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The client is responsible for contacting CMDA's Billing Department immediately with any questions or concerns regarding an invoice. Any claims of errors or discrepancies in the billings must be submitted to CMDA within fourteen (14) days of receiving a bill. Otherwise, all such objections are deemed waived and the account will become stated.

All unpaid accounts shall bear simple interest at a rate of 0.5833% per month (7% per year) on any unpaid balance after thirty (30) days.

The undersigned client(s) specifically authorizes the law firm of CMDA to withdraw as counsel for the undersigned client in the event that the client does not satisfy all obligations to CMDA, including the prompt payment of attorney fees and related costs. In the event CMDA is substituted or discharged, the undersigned client shall pay all attorney fees, plus all costs incurred prior to substitution or discharge.

Despite the client's instruction to terminate further legal services, dismissal or withdrawal by Counsel on a pending case is in the discretion of the Court, and may require further legal services by the attorney for which the client shall remain liable.

This Agreement shall be governed in all respects by the laws of the State of Michigan. In the event CMDA brings a lawsuit for collection of unpaid fees and/or costs, the client will pay for all costs of collection, including, but not limited to, reasonable attorney fees, along with filing fees and other taxable costs as may be allowed by the courts.

Client consents to personal jurisdiction in the Mecosta County Circuit Court and/or the 77th District Court in the State of Michigan with respect to any claims filed by CMDA that relate to or arise out of this Agreement. Client agrees that it waives any defense of lack of personal jurisdiction in the above-listed jurisdictions.

This Agreement represents the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. If any provision of this

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CLIENT INITIALS:		DATE:	
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Agreement is held, in whole or in part to be unenforceable for any reason the remainder of that provision and of the entire Agreement will be severable and shall remain in effect.

**Arbitration or Mediation of Disputes.** If a dispute arises between an attorney and client regarding a claim of attorney malpractice under this Agreement, or regarding attorney fees, or regarding any other disagreement of any nature, such dispute must first be submitted to non-binding arbitration or mediation with a mutually agreeable arbitrator or mediator. Attorney and client shall each have a right of discovery in connection with any arbitration procedure in accordance with Michigan Rules of Court.

Before signing this Agreement, this section should be reviewed by the client with independent counsel or with the attorney signing this Agreement, and the client is fully informed in writing regarding the scope and practical consequences of this arbitration provision.

The client(s) signature below Indicates full understanding of the terms and conditions of this fee agreement.

**MECOSTA COUNTY**

By: \_\_\_\_\_

*Client Signature*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Print Client Name*

**ACCEPTED:**

**CUMMINGS, MCCLOREY, DAVIS & ACHO, P.L.C.**

By:  \_\_\_\_\_

*Attorney Signature*

Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

New Client	X
Existing Client	

Matter #	
Client #	

Originating Attorney:	HAK	Responsible Attorney:	HAK
Billing Attorney: (Prebills & AR Review)	HAK	Developmental Attorney:	<i>Use New Client Dev Form for all new clients.</i>
TYPE OF LAW CODE:	807		

**CONFLICT DATABASE INFORMATION**

Legal names of all **CLIENTS** (include those we represent if this is a litigation matter). Include middle initials, if possible. You can highlight clients on an attached caption, but please indicate you have done so.

Mecosta County	

Legal names all **ADVERSE PARTIES**. Include middle initials, if possible. **If NOT APPLICABLE, write NOT APPLICABLE in first space or a matter number will not be issued.** You can highlight adverse parties on an attached caption, but indicate you have done so.


Conflict Analyzed By:		Conflict Waived By:	
Existing Client A/R Checked By:		Entered into Time & Billing By:	
The following are required to be attached to the New Matter Report before a number will be assigned:			
Retainer Agreement:	X	Conflict checks for all clients and adverse parties:	X
		Caption:	N/A



**Paul Bullock**

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**From:** Anthony Vu  
**Sent:** Friday, March 8, 2024 1:05 PM  
**To:** Paul Bullock  
**Subject:** Fwd: Evidence storage server

Good afternoon Paul,

I have the quote digital evidence storage we talked about. Please see Craig's email below.

Anthony

Get [Outlook for Android](#)

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**From:** Craig Brockett <craig@cityofbr.org>  
**Sent:** Friday, March 8, 2024 1:01:50 PM  
**To:** Anthony Vu <avu@cityofbr.org>  
**Subject:** Evidence storage server

Rack mounted synology with 16 gig of RAM and 4 sata HDD 16 TB- \$4332.75

That should give them about 44 TB of storage with a raid 5. That should be plenty of storage for what they need and since there will be limited transactions, fast enough.

Craig S. Brockett  
Technical Services Unit  
City of Big Rapids  
Mecosta County  
craig@cityofbr.org

**From:** Anthony Vu  
**Sent:** Tuesday, March 19, 2024 1:43 PM  
**To:** Paul Bullock  
**Subject:** RE: Evidence storage

I apologize for the delay.

The law enforcement share drive was meant to provide a secure, centralized document storage for each department to have access to their own instance. It was not meant to be a repository for electronic evidence and sexually abusive content. It also has certain limitations that do not allow it to be accessed by Law Enforcement related partners who have to transfer some of this data. When you have cases with Child Sexually Abusive material, that now creates a situation where you can't store it on the current repository. This forces you to purchase additional drives which have to meet a standard to move that data from physical location to physical location.

Having a standalone device, just like having a locked, secured evidence room, accomplishes the following-

The device can be stored in the secure area and not physically or logically accessed. This area already exists and this device will go on the segregated network that is for the evidence facility.

Like the Law Enforcement File Server, this device will be encrypted at rest and in transport, but all of the data will remain on the storage device itself. Currently the virtual machine and storage are stored at a remote location and we move that Virtual Machine around to different servers based on what is needed. With the dedicated device it stays there and maintenance is done for just that device.

We can create a remote portal for the State Police Lab to log in to over an encrypted connection, using Multi Factor Authentication, and evidence transfer can happen as soon as it is complete. Even though evidence has to be physically moved this allows you to plan fewer trips that correspond with scheduled physical evidence transfers. This makes the evidence available immediately without having to travel to the lab multiple times. Just the fact that you have to tie up at least 3 hours per trip this will cut down expenses and time away from investigative work.

With special cases, like those that have sexually abusive material involving children, it is just not an overall encryption of the drives, we can also create individual encrypted spaces inside. Once the case has gone through appeal, and the evidence can be destroyed, that encryption key can be removed with the destruction and there is no way to retrieve it. This allows for that data to be scrambled and written over without the entire device having to be wiped.

Anthony H. Vu  
Technical Services Unit  
City of Big Rapids  
Mecosta County  
[avu@cityofbr.org](mailto:avu@cityofbr.org)

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**From:** Paul Bullock <[pbullock@mecostacounty.org](mailto:pbullock@mecostacounty.org)>  
**Sent:** Tuesday, March 19, 2024 12:33 PM

**To:** Anthony Vu <avu@cityofbr.org>  
**Subject:** RE: Evidence storage

Sounds good, thank you. My meeting starts at 1:30 PM.

Paul E. Bullock  
Controller/Administrator  
Mecosta County, MI

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**From:** Anthony Vu <avu@cityofbr.org>  
**Sent:** Tuesday, March 19, 2024 12:20 PM  
**To:** Paul Bullock <pbullock@mecostacounty.org>  
**Subject:** RE: Evidence storage

Good afternoon Paul,

I am putting together something in writing for you. I just need to verify some information with the sheriff's department so that I'm not giving you bad information. I will get this back to you as soon as I can.

Thank you,

Anthony H. Vu  
Technical Services Unit  
City of Big Rapids  
Mecosta County  
[avu@cityofbr.org](mailto:avu@cityofbr.org)

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**From:** Paul Bullock <pbullock@mecostacounty.org>  
**Sent:** Tuesday, March 19, 2024 8:44 AM  
**To:** Anthony Vu <avu@cityofbr.org>  
**Subject:** Evidence storage

Anthony,

Do you have anything in writing describing why we need the evidence storage. If so please provide it this morning. If not, please give me a call, or stop in. Thanks.

Paul E. Bullock  
Controller/Administrator  
Mecosta County, MI