



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcounty.mi.gov/boardofcommissioners

PUBLIC SAFETY AND CORRECTIONS COMMITTEE

TUESDAY, JULY 13, 2010

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda
4. Approval of Minutes dated June 15, 2010 (previously distributed)
5. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)
6. Report from Sheriff Hackel on 2010 Sheriff's Office Budget (mailed)
7. Request from Sheriff's Office to Amend Macomb Township Law Enforcement Contract, Effective August 1, 2010 (mailed)
8. Approve Funding for Repairs to Lift Station at Marine Division Site (mailed)
9. New Business
10. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)
11. Adjournment

MEMBERS: DiMaria-Chair, Boyle-Vice Chair, Sauger, Rocca, Doherty, Crouchman, Tocco, Carabelli, Sprys and Gielegem (ex-officio)

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Tom Moeri - District 4
Susan J. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Ken Lampar - District 10
Ed Szczepanski - District 11

James L. Carabelli - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15
Carey Torrice - District 16

Paul Gielegem
District 19
Chairman

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

Ed Bruley - District 17
Dana Camphous-Peterson - District 18
Irene M. Kepler - District 21
Frank Aceavitti Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: To receive and file report regarding Sheriff's Office budget for first half of 2010 and projection for end of year results.

INTRODUCED BY: Commissioner Phillip A. DiMaria, Chairman, Public Safety & Corrections Committee

COMMITTEE/MEETING DATE

PSC Committee/July 13, 2010



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

TO: Commissioner Phillip A. DiMaria
Chairman, Public Safety and Corrections Committee

DATE: July 6, 2010

RE: PSC Committee – July 13, 2010

Please accept this letter as my request to be placed on the agenda for the Public Safety and Corrections meeting to be held on July 13, 2010.

At that time I would present to the committee an update on the first half of the 2010 Sheriff's Office Budget as well as projections for the end of the year results. A copy of the information will be made available to each commissioner.

Please contact me if there are any questions or concerns.

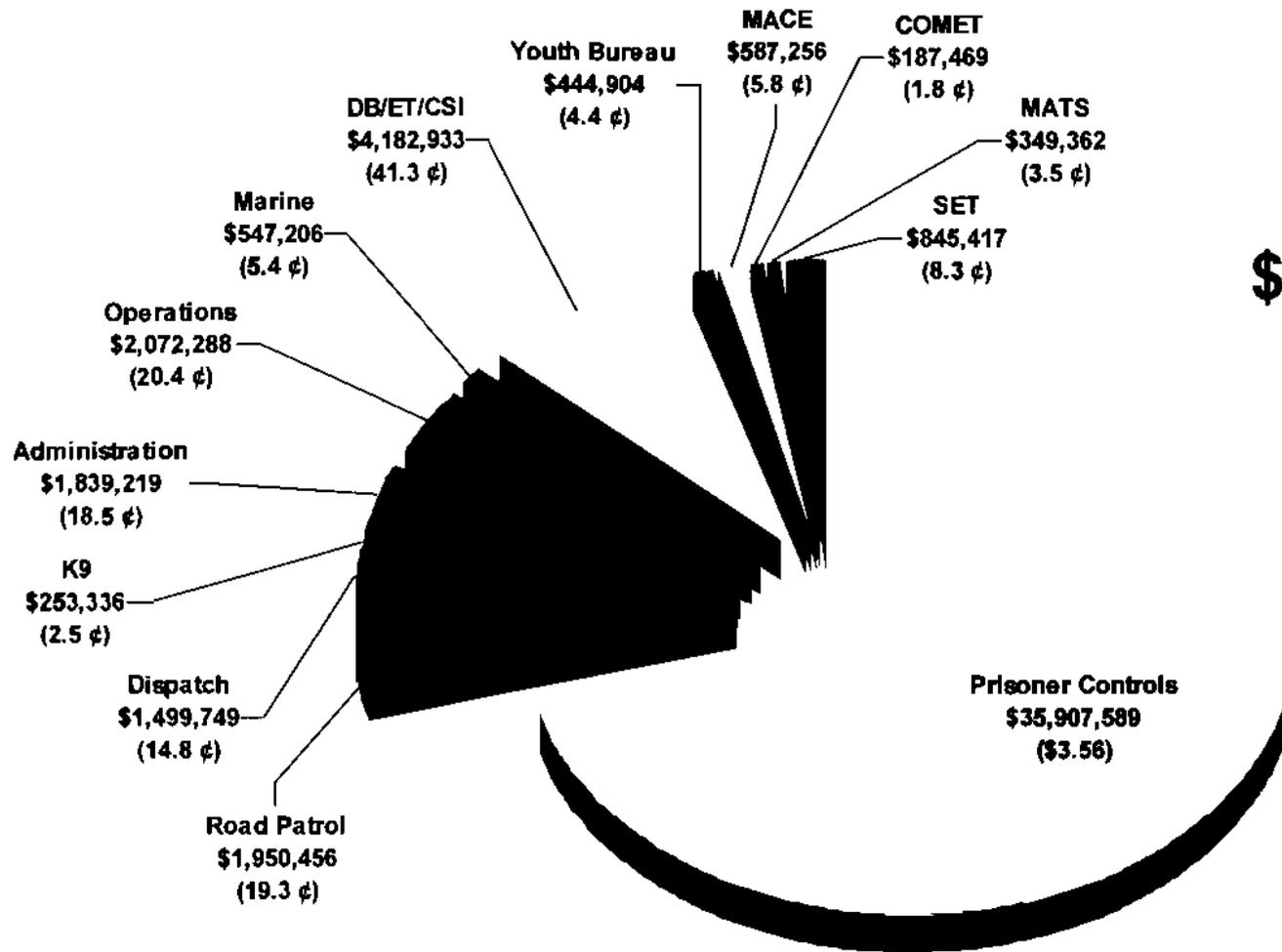
Respectfully,

Sheriff Mark A. Hackel



Distributed 7-13-10

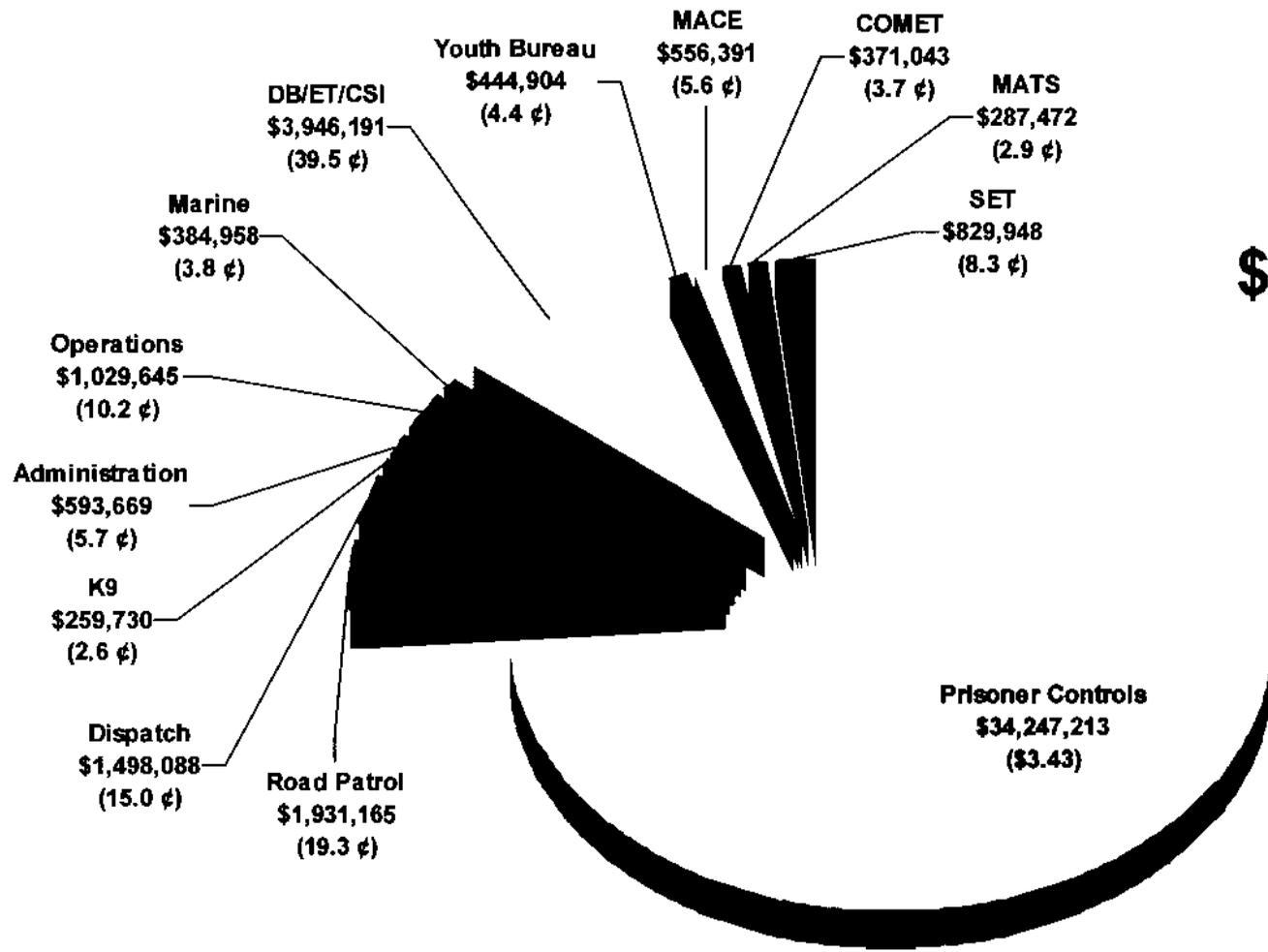
Sheriff's Net Budget \$50,667,184



Cost per Unit
(Cost per Person/per month - \$5.02)



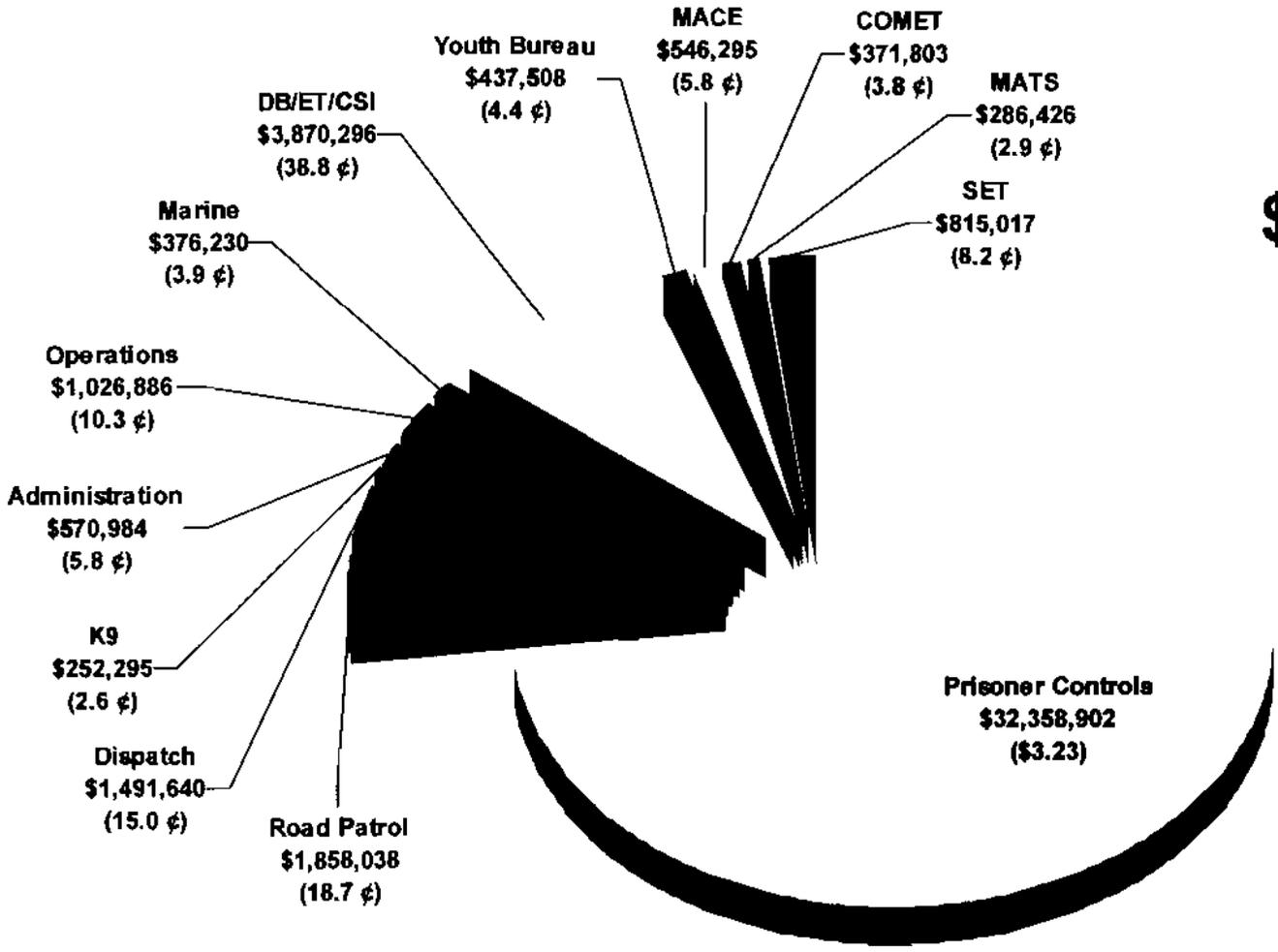
**Sheriff's
Net Budget
\$46,380,417**



**Cost per Unit
(Cost per Person/per month - \$4.64)**



Sheriff's Net Budget **\$44,262,318**



Cost per Unit
(Cost per Person/per month - \$4.43)



EMPLOYEE CONCESSIONS

Retiree Health Care	\$ 843,000
Corrections	\$ 1,282,602
Clerical	Not Quantified
Captains	Not Quantified
	<hr/>
	\$ 2,125,602 +



	2009 Adopted Budget	2009 Final Budget	2009 Actual & Encumbered	Difference Between Final & Actual
Revenue	\$13,128,490.00	\$13,336,312.00	\$12,649,287.41	(\$687,024.59)
Expenses	<u>\$63,530,666.00</u>	<u>\$63,543,630.00</u>	<u>\$60,204,399.90</u>	<u>\$3,339,230.10</u>
	\$50,402,176.00	\$50,207,318.00	\$ 47,555,112.49	\$2,839,934.39

	2010 as of 7/8/10 Adopted Budget	2010 as of 7/8/10 Final Budget	2010 Projected	Difference Between Final & Actual
Revenue	\$15,812,621.00	\$15,813,826.00	\$14,313,826.00	(\$1,500,000.00)
Expenses	<u>\$60,788,118.00</u>	<u>\$59,514,234.00</u>	<u>\$56,726,298.68</u>	<u>\$2,787,935.32</u>
	\$44,975,497.00	\$43,700,408.00	\$42,412,472.68	\$1,287,935.32

	2010 as of 1/5/10 Adopted Budget	2010 as of 1/5/10 Final Budget	2010 Projected	Difference Between Final & Actual
Revenue	\$15,903,076.00	\$15,903,076.00	\$14,313,826.00	(\$1,589,250.00)
Expenses	<u>\$61,721,583.00</u>	<u>\$61,721,583.00</u>	<u>\$56,726,298.68</u>	<u>\$4,995,284.32</u>
	\$45,818,507.00	\$45,818,507.00	\$42,412,472.68	\$3,406,034.32



	Budgeted 2010	Actual 06/30/2010	% Used
Base Pay	\$ 24,664,690.00	\$ 11,720,711.13	47.5%
OT	\$ 3,772,206.00	\$ 1,275,735.47	33.8%
Prisoner Meals	\$ 1,341,736.00	\$ 694,685.98	51.7%
CS - Medical	\$ 6,213,888.00	\$ 2,349,277.15	37.8%

	Actual 06/30/2010	Actual 06/30/2009	Difference Between '09 & '10
Base Pay	\$ 11,720,711.13	\$ 12,105,478.56	(\$ 384,767.43)
OT	\$ 1,275,735.47	\$ 1,611,971.35	(\$ 336,235.88)
Prisoner Meals	\$ 694,685.98	\$ 560,656.16	\$ 134,029.82
CS – Medical	\$ 2,349,277.15	\$ 2,579,645.62	(\$ 250,368.47)



	2009 Actual Expenses	2010 Actual Expenses Jan-Jun <i>Projected Expenses Jul-Dec</i>	Difference
January	\$3,768,670.01	\$3,731,689.01	(\$36,981.00)
February	\$4,892,048.66	\$3,744,012.70	(\$1,148,035.96)
March	\$3,561,434.35	\$4,067,428.20	\$505,993.85
April	\$4,721,969.17	\$5,354,556.04	\$632,586.87
May	\$5,771,364.49	\$4,025,632.82	(\$1,745,731.67)
June	\$4,312,910.79	\$4,173,094.50	(\$139,816.29)
July	\$5,360,335.90	\$5,173,370.90	(\$186,965.00)
August	\$4,736,995.71	\$4,550,030.71	(\$186,965.00)
September	\$4,889,766.52	\$4,702,801.52	(\$186,965.00)
October	\$5,779,816.77	\$5,592,851.77	(\$186,965.00)
November	\$4,278,802.26	\$4,091,837.26	(\$186,965.00)
December	<u>\$8,105,925.25</u>	<u>\$7,518,993.25</u>	<u>(\$586,932.00)</u>
	\$60,180,039.88	\$56,726,298.68	(\$3,453,741.20)



As discussed in prior committee meetings, we anticipate utilizing the surplus generated by our reductions in 2010, toward the 2011 Budget.

We are reviewing staffing positions and believe we will be cutting additional positions to reduce the 2011 budget.

We believe we can maintain the cuts we have made in the overtime budget in 2011 so we will be cutting the overtime budget.



Finance has made timely entries in our 2010 Budget to reflect the employee concessions, having removed those funds from the Budget. We are counting on Finance making timely entries now moving the allocated funds into the budget including the revenues as agreed from the 4th quarter 2009 reductions we made. This would allow for more accurate tracking, projecting, and more transparency in the budget.



RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: To concur with the Sheriff's Office request to amend the Macomb Township Law Enforcement Contract to eliminate the Sergeant position and create a Sergeant I; and to add two (2) additional deputies to the Sheriff's Office budget to be paid for by Macomb Township, Michigan, at no cost to the County of Macomb. This amendment to the contract will become effective August 1, 2010.

INTRODUCED BY: Commissioner Phillip A. DiMaria, Chairman, Public Safety & Corrections Committee

COMMITTEE/MEETING DATE

PSC Committee/July 13, 2010



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

TO: Commissioner Phillip A. DiMaria
Chairman, Public Safety and Corrections Committee

DATE: July 6, 2010

RE: PSC Committee – July 13, 2010

Please consider this my formal request to be placed on the Public Safety and Corrections Committee Agenda on Tuesday, July 13, 2010.

The Township of Macomb is requesting to amend its current law enforcement contract with the Macomb County Sheriff's Office. First, the request is to replace the existing Sergeant position with a Sergeant I position. Secondly, the request is to expand the contract with the addition of two (2) additional deputies. Macomb Township will pay the cost as established by the Macomb County Finance Department (see attachments).

Thank you in advance for your consideration in this matter. If you have any questions or concerns regarding this matter, please feel free to contact me.

Respectfully,

A handwritten signature in black ink that reads "Mark A. Hackel". The signature is written in a cursive style.

Sheriff Mark A. Hackel



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

TO: Commissioner Phillip A. DiMaria
Chairman, Public Safety and Corrections Committee

DATE: July 6, 2010

RE: Macomb Township Law Enforcement Contract

The current contract for law enforcement services between the County of Macomb and the Macomb Township covers the period January 1, 2010 through December 31, 2012. This existing contract provides for one (1) Lieutenant, one (1) Sergeant position and eighteen (18) Deputy Sheriffs.

Macomb Township is requesting to expand the law enforcement presence in the township by amending the current contract. The amendment would include the current Lieutenant; change the Sergeant position to a Sergeant I; and add two (2) Deputy positions increasing the total number deputies to twenty (20).

All other provisions in the agreement regarding law enforcement services will remain the same.

The financial adjustments are reflected in the following attachments. The requested changes were reviewed by the Macomb County Finance Department and the proposed changes are reflected in the attached schedule provided by the Finance Department. "Schedule A" reflects total costs for the existing three year contract. "Schedule A – amended contract effective August 1, 2010" reflects the proposed contract effective August 1, 2010 through December 31, 2012. The cost of this amended contract will be borne by Macomb Township and there will be no cost for the County.

If you have any questions or concerns regarding this matter, please feel free to contact me.

Respectfully,

Sheriff Mark A. Hackel

Attachments

SCHEDULE A

**MACOMB TOWNSHIP
SHERIFF PATROL SERVICES**

	2010 JAN - DEC		2011 JAN - DEC		2012 JAN - DEC	
	NUMBER	COST	NUMBER	COST	NUMBER	COST
<u>LAW ENFORCEMENT CONTRACT</u>						
LIEUTENANT	1	\$178,569	1	\$183,430	1	\$188,484
SERGEANT	1	\$163,824	1	\$168,359	1	\$173,080
DEPUTY	18	\$2,453,756	18	\$2,535,041	18	\$2,619,964
DISPATCHER	1	\$80,478	1	\$83,236	1	\$86,127
TOTAL ANNUAL COST	21	\$2,876,627	21	\$2,970,067	21	\$3,067,655
MONTHLY:						
LAW ENFORCEMENT CONTRACT		<u>\$239,718.95</u>		<u>\$247,505.57</u>		<u>\$255,637.91</u>
LT COST		\$178,569.42		\$183,430.34		\$188,483.85
SGT COST		\$163,823.62		\$168,359.22		\$173,080.20
DEPUTY COST		\$136,319.79		\$140,835.62		\$145,553.57
DISPATCHER COST		\$80,478.25		\$83,236.11		\$86,126.67

* INCLUDES COST OF ONE DISPATCHER. POSITIONS ARE FOR THE PATROL CONTRACT AND DOES NOT INCLUDE SHARED LIAISON OFFICER.

**MACOMB TOWNSHIP
SHERIFF PATROL SERVICES**

	2010		2011		2012	
	JAN - DEC		JAN - DEC		JAN - DEC	
	NUMBER	COST	NUMBER	COST	NUMBER	COST
<u>LAW ENFORCEMENT CONTRACT</u>						
LIEUTENANT	1	\$178,569	1	\$183,430	1	\$188,484
SERGEANT (1 DELETED 8/1/2010)	0	\$95,563	0	\$0	0	\$0
SERGEANT I (1 ADDED 8/1/2010)	1	\$63,344	1	\$156,267	1	\$160,686
DEPUTY	18	\$2,453,756	20	\$2,816,712	20	\$2,911,071
DEPUTY (2 ADDED 8/1/2010)	2	\$113,601				
DISPATCHER	1	\$80,478	1	\$83,236	1	\$86,127
TOTAL ANNUAL COST	23	\$2,985,312	23	\$3,239,646	23	\$3,346,368
MONTHLY:						
LAW ENFORCEMENT CONTRACT		<u>\$248,775.99</u>		<u>\$269,970.51</u>		<u>\$278,863.99</u>
LT COST		\$178,569.42		\$183,430.34		\$188,483.85
SGT COST		\$95,563.23		\$0.00		\$0.00
SGT I COST		\$63,344.11		\$156,267.32		\$160,686.00
DEPUTY COST		\$136,319.79		\$140,835.62		\$145,553.57
DISPATCHER COST		\$80,478.25		\$83,236.11		\$86,126.67

* INCLUDES COST OF ONE DISPATCHER. POSITIONS ARE FOR THE PATROL CONTRACT AND DOES NOT INCLUDE SHARED LIAISON OFFICER.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO THIS 1st day of January, 2010, by and between the County Of Macomb through its Board of Commissioners, and the Macomb County Sheriff, hereinafter referred to as "COUNTY", and the Township of Macomb; hereinafter referred to as "TOWNSHIP".

WITNESSETH:

WHEREAS, the **TOWNSHIP** is desirous of contracting with the **COUNTY** to provide adequate Law Enforcement Patrol Services to its residents, and

WHEREAS, the Macomb **COUNTY** Sheriff Department is willing to provide said Law Enforcement Patrol Services to the **TOWNSHIP**; and

WHEREAS, the **COUNTY** is agreeable to rendering such services on the terms and conditions as hereinafter set forth:

1. The **COUNTY** agrees to provide police protection, in addition to that presently required by statute, within the corporate limits of the **TOWNSHIP**. Said protection to consist of the enforcement of State statutes and **TOWNSHIP** ordinances, including the writing of tickets therefore; however, where local ordinances overlap, violations will be issued under the local ordinance. It is agreed that in all instances where special supplies, such as stationary, notices, forms, appearance tickets and the like, need to be executed in the name of the **TOWNSHIP**, they shall be supplied by the **TOWNSHIP** at its own cost and expense. The **COUNTY** agrees to hold the **TOWNSHIP** harmless and defend it against any suit, claim, cause of action, etc., as the result of any act and/or omission to act, on the part of the **COUNTY** or its patrol officer employees (deputy sheriffs), and/or agents while such patrol officer employees and/or agents are under the control of the Macomb County Sheriff or his designated representative. However, the **COUNTY** shall not be required to hold the **TOWNSHIP** harmless and defend it against any suit, claim, cause of action, etc., that arises from the performance hereunder by employees and/or agents of the **COUNTY** if the claim is founded upon an allegation that an ordinance of the **TOWNSHIP** is legally defective.

2. The standards of performance, the discipline of patrol officer(s) and other matters incident to the performance of such services and the control of the patrol officers so assigned to provide said service shall remain with the Macomb County Sheriff.
3. Each of the parties hereby covenants and agrees it shall not make any claim or bring any suit against the other party except for breach of specific terms and conditions of this agreement and for no other reason or purpose.
4. The **TOWNSHIP** shall not be required to assume liability for the direct payment of salaries, wages or other compensation to the **COUNTY** for any **COUNTY** personnel performing the services set forth in this document except as herein otherwise specified.
5. The law enforcement service to be provided by the **COUNTY** shall consist of furnishing a patrol car and deputy as outlined on Schedule A. The commencement time of the shift is to be determined by the usual shift starting and ending time established by the Macomb County Sheriff's Department.
6. This agreement shall be effective for the period January 1, 2010 and shall terminate December 31, 2012, subject to being renewed at the rates to be established by the **COUNTY**. The **TOWNSHIP** agrees to pay for such law enforcement services the annual sum as outlined on the attached **Schedule "A"**. Said payment shall be made in monthly increments due at the end of each month that services are rendered. Fractional months of service will be prorated on a workday basis for the month involved. The **TOWNSHIP**, in order to exercise the right of renewal, shall give notice of its intention to renew said agreement, in writing, to the **COUNTY** at least sixty days prior to the expiration date. Said notice is to be sent to the Macomb County Sheriff and the Macomb County Board of Commissioners.
7. A representative of the Sheriff shall, upon request, attend a portion of Macomb Township Board meetings to respond to any inquiries.
8. Either party may terminate this agreement by giving written notice to the other party of its intention of termination and specifying the effective date thereof, at least ninety days prior to the effective date of such termination.
9. If the **TOWNSHIP** terminates this agreement to form its own police agency for the purpose of providing its own law enforcement, it shall give due consideration of any Macomb County Sheriff Deputies who are laid off as a result of termination of said agreement for said purpose, but is not obligated to hire said deputies.

- 10. It is understood and agreed between the parties that increases in wages, fringe benefits or other costs as adjusted as a result of collective bargaining between the deputies' union and the COUNTY shall be recognized and paid accordingly by the TOWNSHIP.

In the event that collective bargaining negotiations are ongoing at the time of the execution of this contract or its renewal, the TOWNSHIP agrees to pay up to a 4% annual increase for said services which will then be adjusted higher or lower based on actual costs when the labor agreement with the deputies' union is settled.

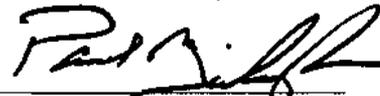
- 11. The service herein provided for shall be limited to the corporate limits of the Township of Macomb
- 12. The TOWNSHIP shall provide reasonable and adequate space (sub-station facility) within the Township to accommodate the space requirements (as mutually determined by the TOWNSHIP and the COUNTY) of said deputies and equipment assigned to the Township.

ATTEST:

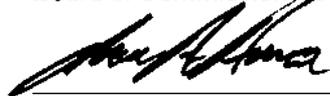


Patricia E. Dib

MACOMB COUNTY, MICHIGAN:

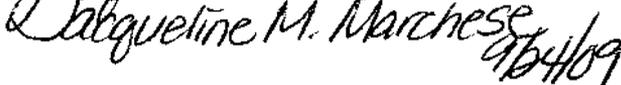


Paul Gielegem, Chair
Board of Commissioners

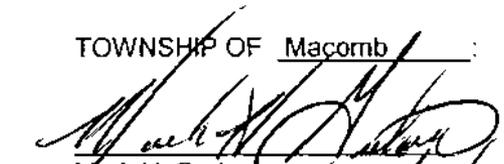


Mark A. Hackel
Sheriff

ATTEST:



Jacqueline M. Marchese
9/24/09

TOWNSHIP OF Macomb :



Mark H. Grabow
Supervisor
9/24/09



MACOMB TOWNSHIP

54111 Broughton Road • MACOMB, MICHIGAN 48042 • 586-992-0710

July 6, 2010

SUPERVISOR

Mark H. Gribow

CLERK

Michael D. Koehs, CMC

TREASURER

Marie Mulhroe

TRUSTEES

Dino F. Bucco, Jr.

Janet Dunn

Roger M. Krzeminski

Nancy J. Nevers

Sheriff Mark A. Hackel
43565 Elizabeth Road
Mt. Clemens, MI 48043

Re: Proposed Amendment to Law Enforcement Services Agreement

Sheriff Hackel:

On June 23, 2010 the Macomb Township Board of Trustees formally adopted their budget for fiscal year 2010-2011. This budget includes changes to the assessed millage rates for fire and police services which would allow Macomb Township to add two (2) additional deputy sheriffs to their contracted force.

Macomb Township would also like to discuss the feasibility of reducing the current contracted Sergeant position to a Sergeant 1 position.

We would request that you prepare the necessary amendments to the existing contract agreement to reflect these two issues so that we may formally approve the increase in manpower. Your cooperation regarding this matter is appreciated in advance.

Sincerely,

Michael D. Koehs, CMC
Macomb Township Clerk

cc: Board of Trustees, File

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve funding for 1/3 of the cost of the repairs to the lift station at the Harley Ensign Boating Access site. Costs not to exceed \$15,000.00. Funding is available in the Facilities and Operations maintenance budget.

INTRODUCED BY: Commissioner Phillip A. DiMaria, Chairman, Public Safety & Corrections Committee

COMMITTEE/MEETING DATE

PSC Committee/July 13, 2010



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

TO: Commissioner Phillip A. DiMaria
Chairman, Public Safety and Corrections Committee

DATE: July 6, 2010

RE: PSC Committee – July 13, 2010

Please consider this my formal request to be placed on agenda for the July 13, 2010, Public Safety and Corrections Committee meeting.

Find attached a letter from the State Department of Natural Resources and Environment dated June 30, 2010. The letter describes the lift station (installed in 1974) that collects sewage from three facilities, one of which is the Macomb County Sheriff's Marine Patrol building. The lift station currently runs on only one pump and is in need of repair. However, repair costs are exorbitant and replacement costs appear more feasible. The State has proposed a three-way cost allocation for replacing the equipment. The total estimated cost for the replacement lift station would be \$45,000.00, with one-third of the cost for the County equaling approximately \$15,000.00.

Please review the attached letter. I will be available at the PSC Meeting to speak on this subject and to answer any questions.

Respectfully,

Sheriff Mark A. Hackel



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

TO: Commissioner Phillip A. DiMaria
Chairman, Public Safety and Corrections Committee

DATE: July 6, 2010

RE: Marine Division - Lift Station

Macomb County has leased from the State, through the DNR/DEQ, the facility used as the Macomb County Sheriff's Marine Division since at least 1976. It is located at the Harley Ensign Access site at the end of South River Road in Harrison Township on the Clinton River. The cost for the lease has been approximately \$100.00 which covers through July 31, 2016. This agreement has been a cost savings to the County and as stated in the DNR letter "has made a significant impact towards safe boating in Lake St. Clair".

As indicated in the DNRE letter, repairs are necessary to the lift station at the site, in order to keep the facilities open. The cost estimate is \$45,000.00, and the request is for the County to pay one-third as that is the usage breakdown over the year. We recommend the County approve the request, not to exceed \$15,000.00. We have spoken with F&O who have advised us funding is available in their facility maintenance budget. The agreement for the use of the facility has saved the County a large amount of money and will continue to do so for years to come. We anticipate that the use agreement will be extended for some time.

Respectfully,

Sheriff Mark A. Hackel



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT
LANSING



REBECCA A. HUMPHRIES
DIRECTOR

June 30, 2010

Sheriff Mark A. Hackel
Macomb County Sheriff's Office
43565 Elizabeth Road
Mt. Clemens, MI 48043

Dear Sheriff Hackel:

I am writing to you today regarding the replacement of the lift station that is located within the Harley Ensign Boating Access Site.

The lift station was installed in 1974 and it collects sewage from the Macomb County Marine Patrol Building, the Department of Natural Resources and Environment (DNRE) Recreation Division's toilet building, and the DNRE Lake St. Clair Fisheries Research Station (LSCFRS), and then pumps it to the Harrison Township sewage pipes.

At this time the lift station is running on one pump only. Mr. Ed Kmit of Mullen Equipment has been to the site and informed the LSCFRS that the vacuum pumps and the second lift pump have stopped working. Mr. Kmit stated repair of the system would be very labor intense and replacement would probably be cheaper. With a replacement a warranty would also be offered.

As there are three facilities that share the lift station we are seeking a cost share for this maintenance. In evaluating the water usage in the past, we have found that each facility uses about the same amount over a year's time. The DNRE will pay 2/3 of the total cost, divided between Recreation and Fisheries Divisions and are looking to Macomb County to cover the remaining 1/3 of the cost to replace the lift station that is currently at the Harley Ensign Boating Access Site.

The problem with the lift station was recently discovered and we are actively seeking estimates for the replacement. An initial estimate was given for approximately \$30,000, reflecting a cost of \$10,000 for the County. This letter is to give you an advance notice of the issue and to secure your commitment to the project.

Please let us know if you have any questions and of your commitment of resources to this project. If you have any questions about the mechanical details regarding the lift station, feel free to call Mr. Robert Haas, Lake St. Clair Fisheries Research Station Manager, at 586-465-4771. For questions regarding funding or cost share issues,

Sheriff Mark A. Hackel

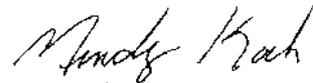
- 2 -

June 30, 2010

please contact Dr. Tammy Newcomb, Research Program Manager, Fisheries Division at 517-373-3960 or newcombt@michigan.gov.

Thank you in advance for your consideration of this issue.

Sincerely,



Mindy Koch, Deputy Director
Resource Management
517-373-0046

cc: Mr. Ronald Olson, DNRE
Dr. Kelley Smith, DNRE
Dr. Tammy Newcomb, DNRE
Mr. Robert Haas, DNRE

**NATURAL RESOURCES
COMMISSION**

KEITH J. CHARTERS, Chair
JERRY C. BARTNIK
NANCY A. DOUGLAS
L. THORNTON EDWARDS, JR.
PAUL EISELE
BOB GARNER
WILLIAM U. PARFET

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF NATURAL RESOURCES

STEVEN S. T. MARON BUILDING, PO BOX 30028, LANSING MI 48909-7528
WEBSITE: www.dnr.state.mi.us
K. L. COOL, Director

February 1, 2001

Mr. George E. Brumbaugh, Jr.
Corporation Counsel
Macomb County Administration Building
One S. Main, 8th Floor
Mount Clemens, Michigan 48043

Dear Mr. Brumbaugh, Jr.:

Thank you for your December 20, 2000 letter regarding the Public Use Agreement at the Harley Ensign Public Access Site in Harrison Township. We acknowledge receipt of the renewal notice which has activated the automatic extension provision of the lease. The agreement is now in effect for an additional term of 15 years to expire on July 31, 2016.

We ask that you provide our office with a recorded copy of the notice. We will in turn provide a copy of that document to the Department of Environmental Quality (DEQ). Please send the recorded copy and the \$50.00 payment to:

Ms. Helma Firlit
Michigan Department of Natural Resources
Land and Mineral Services Division
P. O. Box 30448
Lansing, Michigan 48909

The Michigan Department of Natural Resources (DNR) supports the 15-year extension of the Macomb County Marine Patrol Base at the Harley Ensign Boating Access Site in Harrison Township.

The presence of the Macomb County Marine Patrol at this public boating access site has made a significant impact towards safe boating in Lake St. Clair. We appreciate your support in partnering with the DNR in the past and look for your continued support for enhanced boating access and safety on Lake St. Clair at the new Clinton River Cut-Off Boating Access Site.



PIPE SYSTEMS, INC.

MECHANICAL CONTRACTOR SINCE 1972
2525 CROOKS ROAD, TROY, MI 48064

(248) 614-1700
FAX (248) 614-1710
www.pipesystems.net

Perfection: Our Goal Satisfaction: Our Promise Innovation: Our Strength

June 30, 2010

Lake Saint Clair Fisheries Research Station
33135 South River Road
Harrison Twp, MI 48045

Attn: Mr. Jack Hodge

Re: Wet Well Pump Station
PSI Bid # 2010-67

Dear Jack,

At the request of Mullen Equipment Corp we are pleased to furnish the State of Michigan with a quotation for the removal and reinstallation of a Smith & Loveless, Inc Lift Station (furnished by others) and associated piping and electrical work for the sum of \$19,417.00 (Nineteen Thousand Four Hundred and Seventeen dollars)

We include the following;

1. Removal of and disposal of Existing Pump Station
2. Installation of new Pump Station
3. Installation of new suction piping. 2-4" hinc
4. Installation of new discharge piping in wet well only.
5. Disconnect and Reconnect-existing power to Lift Station (no new Wire)
6. Confined Space Working procedures

We specifically exclude the following;

1. Painting of any kind.
2. Entrance or park fees
3. Bonding cost
4. Insulation
5. Hazardous Material Removal
6. Temporary pumping



PIPE SYSTEMS, INC.

We would expect on the outside that this lift station may need to be out of service up to 48 hours (if all goes well should be less than 24) and if this is a problem than we can discuss other options with you to meet your needs and/or expectations.

Should you have any questions and or comments please feel free to give me a call.

Best regards,

Pipe Systems, Inc.

Brent C. Gatecliff
President

Pat Fouchey Lake Saint Clair Fisheries



Smith & Loveless, Inc.
 14040 Santa Fe Trail Drive
 Lenexa, Kansas 66215
 913/888-5201

Name and Address:

Quotation Date: 6/24/2010
 Inquiry Number: 15975
 Engineer:
 Job Location: Harrison Twp., MI

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all of the provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

REPLACEMENT PUMP STATION FOR S/N 16-1249:

QNE Smith & Loveless Factory-Built Automatic Classic Pumping Station complete with fiberglass housing and structural steel base suitable for installation on top of a 6'-0" inside diameter wet well opening. The principal items of equipment include two vertical, close-coupled, vacuum-primed, 4", 4B2B Smith & Loveless non-clog pumps; each capable of delivering 200 GPM at 22.5' TDH with a maximum static suction lift of 20', and each driven by 3 HP, 1170 RPM, 3 phase, 60 cycle, 208 volt motor; valves, 4" internal piping; central control panel with circuit breakers; motor starters and automatic pumping level controls; heater; priming pumps; ventilator and all internal wiring.

Accessory Items Included:

Individual running time meters
 Relay logic float switch level control (4-float system)
 High water alarm
 115 volt alarm light
 Insulated fiberglass hood
 Auxiliary heater

Specifically Excluded Items:

Precast concrete wet well
 Concrete embedded items/anchor bolts
 Piping connections or any piping outside the pump station
 Electrical wiring and conduit outside the pump station
 Main disconnect switch
 Standby generator set and controls
 Generator receptacle
 Auto transfer switch
 Remote telemetry equipment
 Intrinsically safe relays
 Lightning arrestor
 Surge capacitor
 Stepdown transformer

PRICE, SUBMITTAL DATA & DELIVERY:

\$24,852.00

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

One day supervision of initial operation is included. If additional days are required, Seller will furnish a factory-trained supervisor for \$850 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payment terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occurs first.

Seller to send Submittal Data for approval 3-4 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 7-8 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for sixty (60) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within sixty (60) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment, but will not exceed 1-1/2% per month.

B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and it, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

Agreed to this _____ day of _____

Agreed to this _____ day of _____
at Lenexa, KS.

Buyer _____

SMITH & LOVELESS, INC.

By _____
Print Name

By _____
Authorized Signature

By _____
Authorized Signature

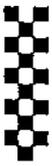
Address _____

Prepared by _____
Sales Representative

Is this purchase tax exempt? Yes ___ No ___

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.



Quotation No.070910

6200 Delfield Industrial Drive, Waterford, Michigan 48329
PHONE: (248) 623-4700 • FAX (248) 623-9599
www.hydrodynamics.net

Y
C
S

Y.C. Smith Co.

A DIVISION OF HYDRODYNAMICS INC.

Date: July 9, 2010

To: St Clair Fishery Research
Attn: Mr. Jack Hodge
Re: S&L replacement quote
Fax: 586-465-7504

Hydro Dynamics is pleased to quote the following:

**Supply and install wet well-mounted lift station to replace existing station # 16-1249
Unit to be built with two 3horse power pump running at 1170 rpm 208 volt, duty
condition 200 gpm @ 22.5 head feet.**

Total cost for project:..... \$ 33,562.12

**Estimated Delivery: 10-12 weeks after receipt of Purchase Order
Terms: Net 30 days on approved credit.
Ship Via: Included in project
FOB: Waterford, Michigan**

We are pleased to submit the above quotation for your consideration. Should you place an order, be assured it will receive our prompt attention. This quotation is valid for 30 days. Thereafter it is subject to change without notice. Taxes are additional unless a tax exemption certificate is on file. HydroDynamics Guarantee and Standard Terms and Conditions apply. If you do not have a copy, please let us know and they will be provided. If you have any questions please call me at 248-866-1489.

Sincerely,
Wally Deaton
wally@hydrodynamics.net
Southeast Michigan Sales
HydroDynamics, Inc.
6200 Delfield Industrial Drive
Waterford, MI 48329
Ph.: 248-623-4700, Fax: 248-623-9599
Mobile: 248-866-1489
Visit us at: www.hydrodynamics.net

24/7 Emergency service, repair and new equipment design / specification and system analysis, all available under one roof, call for more information.

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7-13-10