



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a virtual meeting on Wednesday, August 5, 2020 beginning at 4:00 p.m. in the 28th Circuit Court Room of the Historic Courthouse in Cadillac, MI, 49601.

In accordance with the Governor’s executive orders regarding social distancing to prevent further spread of the COVID-19 virus and allowing public meetings to be conducted remotely, this meeting can be attended remotely by Wexford County Commissioners, staff, and the general public. There are three ways to participate:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 6307060616#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on “Join a Meeting.” Join using Meeting ID 6307060616.
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 6307060616.

Instructions for virtual meeting participation will be available at <https://wexfordcounty.org/> before the meeting date. This notice is given pursuant to and in accordance with the provisions of the Public Act 267 of the Public Acts of the State of Michigan, as amended, and as authorized by Michigan Executive Order No. 2020-15.

- **YouTube Viewing.** Go to <https://wexfordcounty.org/> circuit court page and click on the link or click on https://www.youtube.com/channel/UCo0cqCPLYsPS7c5O1dlOmnA?view_as=subscriber.

In the event that you require assistance due to a disability, please follow the instructions at the bottom of the page.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION (*HR/PS 7/28/20*)1
 - 15-Year Service Award – Christine Wright, Corrections
 - 10-Year Service Award – Matthew Howell, Sheriff’s Office
 - 10-Year Service Award – Norma Kijorski, Administration
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENTS

The Board welcomes all public input.

I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

- 1. Approval of the July 15, 2020, Regular Meeting Minutes 2
- 2. Acceptance of Resignation from the Veteran Services Committee (HR/PS 7/28/20) ... 7

J. AGENDA ITEMS

- 1. Child Care Budget (Finance 7/22/2020)..... 8
- 2. Octagon Building Sale Agreement (BOC 7/15/20)..... 17
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- 4. Abilita Master Service Agreement 35
- 5. CESF Grant 40
- 6. Budget Amendment(s)

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L. CORRESPONDENCE

M. PUBLIC COMMENTS

N. LIAISON REPORTS

O. BOARD COMMENTS

P. CHAIR COMMENTS

Q. ADJOURN

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: August 5, 2020
SUBJECT: Employee Recognition Certificates

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County policy B.13-0, at 10, 15, 20, 25, 30 and 35 years. The following employees should be recognized at a Board of Commissioners meeting for their service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Matthew Howell	Sheriff's Office	10 Years
Norma Kijorski	Administration	10 Years
Christine Wright	Corrections	15 Years

Matthew Howell began employment with Wexford County on August 16, 2010 as a Deputy Sheriff and continues to work in this position.

Norma Kijorski began employment with Wexford County on August 16, 2010 as an Executive Assistant in the Administration Office. On February 3, 2011 Norma was promoted to Senior Executive Assistant and continues to work in this position.

Christine Wright began employment with Wexford County on August 1, 2005 as a Corrections Officer and continues to work in this position.

RECOMMENDATION:

The HR/Public Safety Committee recommends the board present the Certificates of Appreciation to the employees.

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting *Wednesday, July 15, 2020

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Joe Hurlburt, Michael Musta, Ben Townsend, Mike Bengelink, Mike Bush, Julie Theobald, Gary Taylor, Judy Nichols, and Brian Potter.

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

1. Add: J.7. Octagon Building
2. Add: J.8. Letter of Support for the Establishment of the Cadillac Regional Incubation Center (CRIC)
3. Add: J.9. Public Safety and Public Health Payroll Reimbursement Program

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Potter to approve the agenda, as amended.

All in favor.

Employee Recognition- *None*.

Presentation and Reports-

Lisa Kaspriak, Mid-Michigan Medical Examiner, provided the Board with their annual report. They are working on adding more medical examiner investigators to get into the field. Currently all training is being done online to achieve national certification.

She classified 2019 as a “normal” year. Wexford County did not see any homicides and had 2 donors for the Gift of Life.

They were able to reduce the costs associated with autopsies, which is good news for 2020 because there has been an increase. June of 2020 was a record year for Wexford County.

One Commissioner asked about the highest level of training and how many we have in Wexford. Ms. Kaspriak informed them that level 3 is the highest level and Wexford currently has two. She further explained that to achieve that goal can take quite a bit of time because they are required to respond to scenes that we don’t see a lot of in Northern Michigan.

Public Comment-

Al Devereaux, W. 38 Rd, addressed the Board regarding the current Address Ordinance. He is unable to get electric to his pole barn because he is unable to get an address for his

property. There is not currently a residence there, only the pole barn. He would like to see the Board make a change to that ordinance.

Chairman Taylor formed a Committee to look into revising this ordinance. He appointed Commissioner Townsend, Bob Scarbrough, and Joe Porterfield to the Committee.

Consent Agenda

1. Approval of the July 1, 2020, Regular Meeting Minutes

MOTION by Comm Bengelink, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. FY 2021 Budget Calendar

MOTION by Comm Theobald, seconded by Comm Nichols to approve the Fiscal Year 2021 Budget Calendar.

One Commissioner stated he would like to consider the Octagon Building and AES when preparing the budget.

Roll call: Motion passed unanimously.

2. Bid Award-Historic Courthouse Windows

MOTION by Comm Nichols, seconded by Comm Potter to award the bid received from City Glass Shop for replacement of the Historic Courthouse Windows and authorize the Chairman to sign a contract approved by legal counsel.

Roll Call: Motion passed 9-0.

3. Canteen Services of Northern Michigan

MOTION by Comm Theobald, seconded by Comm Bush to approve the Canteen Services Contract Amendment 1 which temporarily increases the meal price an additional \$0.30 per meal until the average inmate count returns to 74 and while the increase is in effect a 30 day review with the Sheriff will take place.

Roll Call: Motion passed unanimously.

4. New Procedure for Grant Applications

MOTION by Comm Nichols, seconded by Comm Bush to approve a new procedure for the submittal of grant applications in which all grant applications will be submitted to the County Administrator for review and subsequent approval or ratification by the Board of Commissioners.

One Commissioner questioned if this would then include grant applications for things like the Sheriff's Department vehicles, etc. He thought it made sense to have all COVID-19 grant applications to go through the Administration office.

Administrator Koch explained that there is a concern with double dipping on grants and the auditors are wanting to see a policy in place regarding grants.

Several Commissioners wanted to see the motion presented as all COVID-19 grant applications.

Comm Nichols withdrew her motion, and Comm Bush withdrew his support.

MOTION by Comm Nichols, seconded by Comm Bush to approve a new procedure for the submittal of grant applications in which all COVID grant applications will be submitted to the County Administrator for review and subsequent approval or ratification by the Board of Commissioners.

Roll Call: Motion passed 9-0.

5. Ratification of First Responder Hazard Pay Premium Program
MOTION by Comm Bengelink, seconded by Comm Potter to confirm the submission for the First Responder Hazard Pay Premium Program funded under the federal Coronavirus Aid, Relief, and Economic Security Act.

Roll Call: Motion passed unanimously.

6. Budget Amendment
MOTION by Comm Bush, seconded by Comm Theobald to approve the budget amendment dated 7/15/2020.

7/15/2020

**Wexford County Board of Commissioners
 Amendments to the 2020 Budget**

Adj #	Acct	Acct Description	Revenue	Expense	a.
20200702	101.215.702.03	Permanent Employees		\$650	
	101.215.860.00	Travel & Conferences		(\$650)	
		Step increase for an employee			

Roll Call: Motion passed unanimously.

7. Octagon Building
MOTION by Comm Theobald, seconded by Comm Bush to support the Restoring and Honoring the Octagonal Building Proposal with a contract to be considered at a following meeting.

Crystal Lake Johnson presented the Board with the planned proposal. The Veterans Serving Veterans organization is wanting to secure the building, fundraise, and then move it to the Veterans Park. They are requesting a two year agreement with the County to allow them to raise the funds to complete this project. She has discussed it with Ted Meyer, Fairboard, and he supports this project.

Roger Bandeen touched briefly on what Veterans Serving Veterans is comprised of and explained that all labor would be volunteers. One Commissioner asked Mr. Bandeen why they needed two years. Mr. Bandeen explained that they could be done before those two years are up, but they are requesting a two year time frame to achieve these goals.

Roll Call: Motion passed 9-0.

8. Letter of Support for the Establishment of the Cadillac Regional Incubation Center (CRIC)
MOTION by Comm Bengelink, seconded by Comm Bush to approve the Letter of Support for the Establishment of the Cadillac Regional Incubation Center (CRIC).

Roll Call: Motion passed unanimously.

9. Public Safety and Public Health Payroll Reimbursement Program
MOTION by Comm Theobald, seconded by Comm Potter to approve the County Administrator submit the application for the Public Safety and Public Health Payroll Reimbursement Program.

Roll Call: Motion passed 9-0.

Administrator's Report-

Administrator Koch provided the Board with a written report and added that Jami is working hard on the Public Safety and Public Health Payroll Reimbursement Program. We will not get the entire amount, but we will be submitting for what we can.

She also thanked the Board for approving the bid for new windows. Ironically when they were completing the bid opening, it was raining heavily and there were several windows leaking.

Correspondence-

1. Notice of Hearing-Consumers Energy Company

Public Comments-None.

Liaison Reports-

Comm Hurlburt attended a Road Commission meeting and had invited the members to the Board meeting. He introduced them all.

Board Comments

Comm Nichols congratulated City Glass on the bid award. She thanked all the guests for attending and was excited to see the room full.

Comm Townsend stated it was interesting that he gets to be a part of the Ordinance Committee. He's excited to proof whatever Bob Scarbrough and Joe Porterfield come up with.

Comm Bengelink read a quote from Theodore Roosevelt.

Comm Bush jokingly asked if he could be moved in order because it is hard to follow the quotes from Comm Bengelink.

Comm Theobald is very excited about the Octagon Building. She is also happy about getting new windows for the historic courthouse. She forgot to mention that at DHHS, they are losing the director, who is moving on to a higher position.

Chairman's Comments

Comm Taylor thanked everyone for coming.

Adjourn

MOTION by Comm Theobald, seconded by Comm Potter to adjourn at 4:31 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

July 8th, 2020

To: Janet Koch
County Administrator
Cadillac, MI 49601

Subj: Resignation as Secretary of the Wexford County Veteran Service
Committee

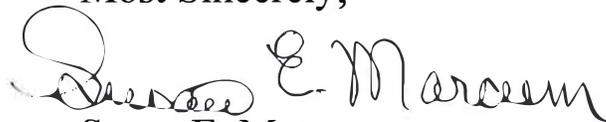
I have been honored to be a member of this committee since its inception and proud to serve our Veterans, families, Wexford County and our committee.

I feel that at this time I need to devote some more time to my husband and out of state family which will keep us on the road for several weeks each year.

We have a great team that will move forward serving our veterans with the dignity and respect they deserve. I want to thank everyone on your staff who has assisted me at various times and supported all our efforts.

It was my honor and privilege to have been a part of this great team. My last meeting will be in October and will assist fully in finding a replacement.

Most Sincerely,



Susan E. Marcum
Secretary, WCVSC

Copy to:
Gary Taylor – Chairman
Kent Myer - Director

Received by Wexford County

JUL 08 2020

Administration Office

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: August 5, 2020
SUBJECT: Child Care FY21 Budget

SUMMARY OF ITEM TO BE PRESENTED:

Judge Edward Van Alst is submitting the annual County Child Care Budget for consideration and approval. This year, the budget is identical to last year with expenditures totaling \$636,999.70.

RECOMMENDATION:

The Finance Committee suggests the full board approve the Child Care FY21 budget.



County Child Care Budget Summary (DHS-2091)

Organization: Wexford County

Fiscal Year: October 1, 2020
through September 30, 2021

Status: In Progress

County Child Care Budget Summary (DHS-2091)

Michigan Department of Health and Human Services (MDHHS)
Children's Services Agency
Wexford County for October 1, 2020 through September 30, 2021

Organization	Court Contact Person	Telephone Number	Email Address
Wexford County	Randall Adlam - CCF Judges De		j01@wexfordcounty.org
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2020 through September 30, 2021	Luther Lovell - CCF Organizatio	(231) 779-4556	lovell3@michigan.gov

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised				
Add Details		\$0.00	\$487,000.00	\$487,000.00
B. In-Home Care		\$0.00	\$189,999.99	\$189,999.99
C. County/Court-Operated Facilities		\$0.00	\$0.00	\$0.00
D. Subtotals (A+B+C)		\$0.00	\$676,999.99	\$676,999.99
E. Revenue		\$0.00	\$55,000.00	\$55,000.00
F. Net Expenditure		\$0.00	\$621,999.99	\$621,999.99

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse				
Add Details		\$0.00	\$75,000.00	\$75,000.00
Please Note: The <i>Neglect/Abuse Out-of-Home Care</i> amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.				

Cost Sharing Ratios	County 0% / State 100%	Court	Combined
Foster Care During Release Appeal Period		\$0.00	\$0.00

Cost Sharing Ratios	County 0% / State 100%	MDHHS	Court	Combined
Basic Grant	\$15,000.00 Maximum	\$0.00	\$14,999.71	\$14,999.71

Total Expenditure				\$636,999.70
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BUDGET DEVELOPMENT CERTIFICATION

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2020 through September 30, 2021; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.

Presiding Judge

EO Davis

Date

7/13/2020

County Director of MDHHS Signature

Date

Chairperson, Board of Commissioner's Signature

Date

And/Or County Executive Signature

Date

Michigan Department of Health and Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

AUTHORITY: Act 87, Publication of 1978, as amended.
COMPLETION: Required
PENALTY: State reimbursement will be withheld from local government.

Approval

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County Child Care Budget Summary (DHS-2091)

Organization: Wexford County

Fiscal Year: October 1, 2020
through September 30, 2021

Status: In Progress

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised (Total of 1,2 & 3)		\$0.00	\$487,000.00	\$487,000.00
1. Family Foster Care		\$0.00	\$10,000.00	\$10,000.00
2. Institutional Care		\$0.00	\$475,000.00	\$475,000.00
3. Independent Living		\$0.00	\$2,000.00	\$2,000.00



County Child Care Budget Summary (DHS-2091)

Organization: Wexford County

Fiscal Year: October 1, 2020
 through September 30, 2021

Status: In Progress

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse (Total of 1,2 & 3)		\$0.00	\$75,000.00	\$75,000.00
1. Family Foster Care		\$0.00	\$75,000.00	\$75,000.00
2. Institutional Care		\$0.00	\$0.00	\$0.00
3. Independent Living		\$0.00	\$0.00	\$0.00

*Please Note: The *Neglect/Abuse Out-of-Home Care* amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.



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In-Home Care Certification (DHS-167)

Organization: Wexford County

Fiscal Year: October 1, 2020 through September 30, 2021

Status: In Progress

In-Home Care Certification (DHS-167)

 Michigan Department of Health and Human Services (MDHHS)
 Children's Services Agency
 Wexford County for October 1, 2020 through September 30, 2021

In-Home Care (IHC) program expenditures are restricted to new or expanded programs that are alternatives to out-of-home institutional or foster care. IHC funds may not be used to duplicate services.

A. ELIGIBLE CLIENT/STAFFING

1. Children under the jurisdiction of the Court, as an alternative to removal from the child's home, provided that:
 - a. such care is an alternative to detention or other out-of-home care and:
 - o a written complaint has been received and accepted by the Court
 - o the expenditures are not for judicial cost
 - o the caseload size or services are intensive
 - o non-scheduled payments are not made to pay for basic family needs otherwise available through public assistance programs
 - o the parent(s) and the youth have agreed in writing to receive IHC services, or a temporary order has been entered pending an adjudication hearing; or
 - b. such care is provided to children who at the dispositional hearing are ordered into IHC as an alternative to foster care or other out-of-home care, and:
 - o the expenditures are not for judicial costs
 - o the services are intensive, and
 - o non-scheduled payments are not made to pay for basic family needs otherwise available through public assistance programs
2. The IHC early return option may be used to accelerate the early return of a youth from family foster care, institutional care, or other out-of-home care when the case identifies an early return goal and the services are provided to members of the child's family. The case plan should identify the family strengths and deficiencies which, if corrected, would permit the youth to be returned home early. IHC services would typically be provided to the family during the time that the youth is in out-of-home care and, if necessary, for a period of time after the youth has returned to the family.
3. The County Michigan Department of Health and Human Services (MDHHS) may provide IHC services if the juvenile court orders care and supervision of a court ward.
4. The County MDHHS may provide IHC services from its subaccount for CPS category I or category II cases provided that:
 - o such IHC services prevent the need to petition the juvenile court for removal or prevent placement in voluntary foster care, and
 - o non-scheduled payments are not made to cover basic family needs otherwise available through public assistance programs.
5. IHC funds shall not be used to meet the court staff-to-youth population ratio of 1 to 6,000 as specified in the Juvenile Court Standards and Administrative Guidelines for the Care of Children.
6. Court staff hired after 4/30/85, who are responsible for case plan development and monitoring, must meet the qualifications established in the Juvenile Court Standards and Administrative Guidelines for the Care of Children.
 - o Supervisory Personnel
 - o Probation Officers
 - o Counselors
7. County MDHHS staff and supervisor staff providing direct IHC services must meet the standards set forth in Rules 400.6124, 400.6126 and 400.6128 of the Administrative Rules for Child Placing Agencies.
8. County MDHHS staff and supervisory staff providing direct IHC services must be state civil servants assigned to classifications and levels equivalent to staff and supervisors in the state foster care program.
9. In IHC programs, county MDHHS or Juvenile Court contractual staff, who are responsible for case plan development and monitoring, must meet the requirement of staff supervising children in foster care, as established in the Juvenile Court Standards and Guidelines for the Care of Children.
10. IHC reimbursements for program and administrative office space, county purchased supplies, salaries and wages for county employees who provide direct services or support for these services are subject to the same restrictions as reimbursements in county-operated institutions.

B. USE OF THE IN-HOME CARE OPTION FOR NON-SCHEDULED PAYMENTS

If all other IHC requirements are met, budgeted non-scheduled payments for services available to youth in foster care may be provided to youth in their own home. (Non-scheduled payments are defined in the Child Care Handbook).

C. CASE RECORD DOCUMENTATION REQUIREMENTS

Individual case documentation is required for all IHC clients. A caseload list is required for every IHC component. As a minimum, case records must include the following:

- o family case assessment which identifies, by service component, the problems and need for IHC services
- o day of intake
- o type of complaint/allegation, supported as follows:
 - (1) delinquency - a copy of the complaint or court order, when applicable, placing the child in IHC as part of a formal disposition.
 - (2) abuse/neglect - allegation and substantiation entered on the DHS-133 in Department cases;

- o treatment plan which identifies the treatment, objectives and the action steps and timetables which will be used to reach the objectives
- o case plan changes as a result of supervisor/case worker or contractee/contractor case reviews
- o quarterly progress reports
- o dates, type and purpose of service contacts made with the client. Note: weekly face to face contact is required
- o legal status of youth and the family, and
- o the living arrangement of the youth at termination of IHC services.

Note: Case record content for all foster care cases, under the supervision of a county MDHHS, should be maintained according to Services Manual Item 722 (6a-9). It is suggested that all IHC material be kept in the first inside section of the foster care file.

IHC service purchases from a private or public provider require a contract unless the service is supportive of a large component (i.e., clothing or dental work for a youth serviced through an established IHC program as for example, intensive supervision). These non-scheduled payments do not require contracts.

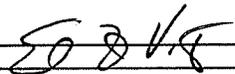
Only IHC expenditures described in the Annual Plan and Budget and approved by Child and Family Services are reimbursable.

IHC funds and services are subject to state review and audit and non-compliance with the above restrictions and requirements may result in withholding or repayment of state reimbursement.

All IHC contractual services purchased with county appropriated monies shall be the sole responsibility of the county. The signature of the County MDHHS Director must be with authority from the County to enter into contractual agreements on behalf of the County for the expenditure of the County Child Care Funds.

The county must have all IHC contracts processed through the county's formal contract approval procedures.

The signatures below certify that IHC policy stated in the document has been reviewed. It is understood that these are conditions for claiming IHC fund reimbursement.

Presiding Judge of Family Division of Circuit Court, Juvenile Division  Date <u>7/13/2020</u>	County Director of MDHHS as Agent of the County  Date <input type="text"/>
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Basic Grant Certification (DHS-168)

Organization: Wexford County

Fiscal Year: October 1, 2020 through September 30, 2021

Status: In Progress

Basic Grant Certification (DHS-168)

 Michigan Department of Health and Human Services (MDHHS)
 Children's Services Agency
 Wexford County for October 1, 2020 through September 30, 2021

1. Basic Grant funded programs are restricted to youth who are within or are likely to come within the jurisdiction of the probate court as defined under MCL 712A.1 to 712A.28.

Eligible Youth

- o All youth who are under court jurisdiction or for whom a complaint or petition has been filed with the court.
- o Youth who are at risk.

Youth are considered to be at risk and "likely to come within court jurisdiction" if any two or more of the following risk factors apply to the youth and are documented in case files:

- a. Reported abuse and/or neglect of the youth.
- b. History of school truancy, suspensions or being expelled.
- c. Run away from home.
- d. Use of alcohol or drugs.
- e. Ineffective, inconsistent or nonexistent parental control.
- f. Negative or delinquent peer relationship(s).

2. The Basic Grant cannot be used to supplant existing service costs or to pay for any judicial functions that are the responsibility of the court. In general, such "judicial functions" relate to court administration and adjudication costs. (See [Child Care Fund Handbook](#)).
3. Basic Grant funds shall not be used to pay for court case services personnel hired after April 30, 1985, who do not meet the minimum standards of education and training as stated in the [Juvenile Court Standards and Guidelines for the Care of Children](#). The following positions are included:
 - o Supervisory Personnel
 - o Probation Officers
 - o Counselors
4. Non-scheduled payments may not be made to pay for basic family needs otherwise available through public assistance programs.
5. In Basic Grant programs, County Michigan Department of Health and Human Services staff responsible for individual case plan development and monitoring must meet the requirements for staff supervising children in foster care, as specified in the [Administrative Rules for Child Placing Agencies](#).
6. In Basic Grant programs, department or juvenile court contractual staff who develop and/or monitor case plans, must meet the requirements for staff supervising children in foster care, as established in the [Juvenile Court Standards and Guidelines for the Care of Children](#).
7. Court administered child specific services provided through Basic Grant reimbursement shall be documented in individual files which conform to the record keeping requirements in the [Juvenile Court Standards and Guidelines for the Care of Children](#). A caseload list must be maintained for each Basic Grant component.
8. County Michigan Department of Health and Human Services administered child specific services provided through Basic Grant reimbursement, shall be documented in individual case files which conform to record keeping requirements in the [Administrative Rules for Child Placing Agencies](#). A caseload list must be maintained for each Basic Grant component.

Only Basic Grant expenditures described in the Annual Plan and Budget and approved by Child and Family Services are reimbursable.

Basic Grant services purchased from a private or public provider require a contract unless the service is supportive of a large component (i.e., clothing or dental work for a youth serviced through an established Basic Grant program as for example, intensive supervision). These non-scheduled payments do not require contracts.

Basic Grant funds are subject to state review and audit and non-compliance with the above restrictions and requirements may result in withholding or repayment of state reimbursement.

All Basic Grant contractual services purchased with county appropriated monies shall be the sole responsibility of the county. The signature of the County MDHHS Director must be with authority from the County to enter into contractual agreements on behalf of the County for the expenditure of the County Child Care Funds.

The county must have all Basic Grant contracts processed through the county's formal contract approval procedures.

The signatures below certify that Basic Grant policy stated in the document has been reviewed. It is understood that these are conditions for claiming Basic Grant fund reimbursement.

Presiding Judge of Family Division of Circuit Court, Juvenile Division  Date 7/13/2020	County Director of MDHHS as Agent of the County Date
--	---

Approval

Close

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, Administrator
FOR MEETING DATE: August 5, 2020
SUBJECT: Octagon Building Sale Agreement

SUMMARY OF ITEM TO BE PRESENTED:

In recent years, many people have spent untold hours in efforts to find a funding mechanism to restore the historic Octagon Building, which is located at the fairgrounds. Though none of those efforts seemed to come to fruition at the time, all that work has led to a new community-driven proposal.

Ms. Crystal Johnson and Mr. Roger Bandeen presented information at the BOC meeting on July 15, 2020 regarding the Octagonal Building and its legacy to the County. Their information included “Restoring and Honoring the Octagonal Building” along with a plan to accomplish this monumental task. The plan involves a partnership with the established Veterans Serving Veterans nonprofit group. VSV owns property in Haring Township that is being transformed into a Veterans Community Park.

VSV is asking the County to contract with VSV to purchase the Octagon Building for \$1.00. VSV would pay for demolition and removal from the fairgrounds to the Veterans Community Park, where it would be rebuilt and used for many types of gatherings and events.

A contract that had been drafted approximately two years ago has been lightly revised to reflect the current circumstances. Legal counsel has reviewed the document and made no changes. The proposed contract has been provided to Mr. Bandeen and the fair board.

RECOMMENDATION:

Administration recommends the full board approve the proposed contract.

**AGREEMENT
FOR PURCHASE AND SALE OF THE OCTAGON BUILDING**

THIS AGREEMENT is made and entered this ____ day of _____, 2020, by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan, of 437 E. Division St., Cadillac, MI 49601 (hereafter, the “County”) and VETERANS SERVING VETERANS, INC. of P.O. Box 634, Cadillac, MI 49601. (hereafter, the “Purchaser”), with the approval of THE NORTHERN DISTRICT FAIR ASSOCIATION, a Michigan non-profit corporation, of P.O. Box 131, Cadillac, MI 49601 (hereafter, the “Fair Board”).

WITNESSETH:

WHEREAS, Wexford County owns the Wexford County Fairgrounds in Haring Township, including the Octagon Building located on the Fairgrounds property; and

WHEREAS, neither the County nor the Fair Board has any further use of the Octagon Building, and desire to have the building removed from the Fairgrounds property; and

WHEREAS, the Purchaser has offered to purchase the Octagon Building from the County as personal property, and to pay all costs for its demolition and removal from the Fairgrounds property, and restoration of the site.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained,

IT IS HEREBY MUTUALLY AGREED, as follows:

- I. PURCHASE OF OCTAGON BUILDING.** The County agrees to sell, and the Purchaser agrees to buy, as personal property, the Octagon Building presently located on the Wexford County Fairgrounds (“Work Site”), for the nominal sum of One Dollar (\$1.00), together with the Purchaser’s obligations set forth in this Agreement to (a) demolish the Octagon Building, (b) remove and legally dispose of all building materials and debris of the Octagon Building from the County Fairgrounds, and (c) restore the Work Site, under the terms and conditions set forth in this Agreement, at Purchaser’s expense. The parties acknowledge that Purchaser is not buying any interest in any real property owned by the County or the Fair Board.
- II. DESCRIPTION OF PROJECT.** Purchaser agrees to obtain all permits necessary for (a) the lawful demolition of the Octagon Building by a licensed contractor, (b) the removal and legal disposal of all building materials from the Work Site, and (c) restoration of the Work Site to the condition of cleared level ground at the same grade as the surrounding area, using clean fill dirt (“the Project”).

The Project shall include total removal of the Octagon Building structure including roofs, walls, floors, slabs, piers, concrete approaches, and all foundations including retaining walls, disconnection of electrical service, and restoration of the Work Site. Prior to commencing work on the Project, the Purchaser shall schedule all work at the Work Site with the County’s authorized representative. No work on the Project may be done during the week of County Fairs in August. All work on the Project, including restoration of the Work Site, must be completed within two years of the Effective Date of this Agreement.

III. AGREEMENT TERM. This Agreement shall become effective on the date in which it is fully signed by the Chair of the Wexford County Board of Commissioners, the Purchaser, and the Fair Board, and shall remain in effect for two years from the Effective Date of this Agreement, at which time it shall expire.

IV. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.

- A. In performing its responsibilities under this Agreement, the Purchaser shall comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations.
- B. The Purchaser shall secure and pay for all permits and for all other permits and governmental fees, licenses, and inspections necessary for the proper execution of the Project and which are legally required at the time of commencement of this Agreement.
- C. Before performing any underground work, the Purchaser shall contact MISS DIG at (800) 482-7171. MISS DIG requests a minimum of three working days' notice, excluding Saturday, Sunday and holidays.
- D. The Purchaser and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Purchaser has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Purchaser and its subcontractors shall take such steps as necessary to comply, at no cost to the County.
- E. The Purchaser and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
- F. If the Purchaser or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the County prior to commencement of work.
- G. Breach of this Section IV shall be regarded as a material breach of this Agreement, and in the event the Purchaser, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Purchaser.

V. CLEANING UP. The Purchaser and its subcontractors shall at all times keep the building site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from Purchaser's work is required. Purchaser shall be responsible for paying for and hauling away any debris and waste resulting from the demolition. At the completion of the demolition, Purchaser shall remove all the building's remaining waste material and rubbish from and about the building site, as well as all tools, equipment, and machinery.

VI. FENCING. Completion of the Project may necessitate the removal of fencing, gates, or similar materials. No fencing, gates, or similar materials may be removed without written permission from the County's authorized representative. Any and all fencing removed during the course of the Project must be replaced/restored to its original condition or equivalent.

VII. PROTECTION OF PERSONS AND PROPERTY.

- A. The Purchaser shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.
- B. The Purchaser shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.
- D. The foregoing obligations of the Purchaser are in addition to its obligations under Section V of this Agreement.

VIII. LIABILITY INSURANCE. The County shall maintain its current level of insurance regarding the Octagon Building for a period of two years from the Effective Date of this Agreement.

The Purchaser shall not commence work under this Agreement until it has obtained the insurance of the types and not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan who are acceptable to the County and have at a minimum a rating of "A" by the A.M. Best Company (www.ambest.com).

- A. Workers' Compensation Insurance: The Purchaser, during the term of this Agreement and any extension thereof, shall procure and maintain Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan, and shall require any contractors or sub-contractors working on the Project to do the same.
- B. Commercial General Liability Insurance: The Purchaser, during the term of this Agreement and any extension thereof, shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - (1) Contractual Liability;
 - (2) Products and Completed Operations;
 - (3) Independent Contractors Coverage;
 - (4) Broad Form General Liability Extensions or equivalent, if not already included;
 - (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable;

(6) Per contract aggregate.

- C. Vehicle Liability: The Purchaser, during the term of this Agreement and any extensions thereof, shall procure and maintain Vehicle Liability Insurance, including Michigan No-Fault Coverages with limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000.00 aggregate for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": the County of Wexford, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that the Purchaser's Commercial General Liability and Vehicle Liability Insurance shall be made primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- E. Deductibles: The Purchaser shall be responsible for paying any deductibles in the insurance coverages it is required to maintain by this Agreement.
- F. Cancellation Notice: The Workers' Compensation Insurance, Commercial General Liability Insurance and Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to Wexford County Administrator, 437 E. Division St., Cadillac, Michigan 49601." If the Purchaser's insurers refuse to provide such an endorsement, the Purchaser shall be responsible for making the required notice.
- G. Proof of Insurance Coverage: The Purchaser shall provide the County at the time the copies of this Agreement are returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above.
- H. Certified Copies of Policies. If so requested, certified copies of all policies mentioned above shall be furnished.
- I. Expiration of Insurance Coverages. If any of the above coverages expire during the term of this Agreement or any extensions thereof, the Purchaser shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the **expiration date**.

IX. INDEMNIFICATION AND HOLD HARMLESS. The Purchaser shall, at its own expense, protect, defend, indemnify and hold harmless the Fair Board, the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Purchaser or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

The Purchaser's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Purchaser pursuant to the requirements of this Agreement.

- X. ASSIGNMENT AND SUBCONTRACTING.** Purchaser may subcontract for the performance of the services or activities to be provided pursuant to this Agreement. Such assignment or subcontracting shall, however, not relieve Purchaser of its responsibilities to the County in ensuring that the Project is performed in accordance with the terms and conditions of this Agreement, and shall not relieve Purchaser of its responsibilities to the County under this Agreement.
- XI. SUBCONTRACTING.** All of Purchaser's subcontractors must be approved by the County. The Purchaser may not use the services of subcontractors without the prior written consent of the County. If at any time during the term of this Agreement, the Purchaser adds or changes any subcontractor, the Purchaser shall promptly notify the County, in writing, of the names and addresses of each new subcontractor. The Purchaser shall be completely responsible for the actions of its subcontractor as if the Purchaser directly employed the subcontractor and its employees.
- XII. INDEPENDENT CONTRACTOR**
- A. It is expressly understood and agreed that the Purchaser, its subcontractors and sub-subcontractors, are independent contractors. The employees, agents and assigns of the Purchaser, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the County, and 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 or sick leave, or longevity. The Purchaser, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.
- B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Purchaser. The County shall not issue any instructions to, or otherwise interfere with the same.
- XIII. CIVIL RIGHTS.** The parties mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. A breach of this covenant shall be regard as a material breach of the Agreement.
- XIV. WAIVERS.** No failure or delay on the part of either the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial

exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- XV. AGREEMENT MODIFICATIONS.** All modifications to this Agreement must be mutually agreed upon by parties and incorporated into written amendments to this Agreement after approval by the County's Board of Commissioners, and signed by their Board Chair. Any amendments to this Agreement shall have prior approval of the Board of Commissioners and shall be subject to the approval of the Fair Board.
- XVI. GOVERNING LAW, AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Northern Division.
- XVII. DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVIII. COMPLETE AGREEMENT.** This Agreement contains all of 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.
- XIX. SEVERABILITY.** If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement, shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.
- XX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties hereunto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have fully executed this instrument on the day and year stated in the introductory clause.

COUNTY OF WEXFORD

By: _____ Date _____
Gary Taylor, Chair
County Board of Commissioners

PURCHASER

By: _____ Date _____
(Signature)

(Print Name)

Its: _____
(Title)

THE NORTHERN DISTRICT FAIR ASSOCIATION

By: _____ Date _____
(Signature)

(Print Name)

Its: _____
(Title)

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Board of Commissioners
FOR MEETING DATE: August 5, 2020
SUBJECT: Ordinance 30-A, Addresses, Amended

SUMMARY OF ITEM TO BE PRESENTED:

At the July 15, 2020 Board of Commissioners meeting, the Board Chair formed an ad hoc committee to looking into revising the County’s current address ordinance. The committee consisted of Commissioner Ben Townsend, Bob Scarbrough, Building Official, and Joe Porterfield, Equalization Director.

Following is the committee’s proposed ordinance with the changes highlighted. The proposed revisions allow addresses to be provided for properties that do not have dwellings, but do have permanent structures that are, at a minimum, 800 square feet in size.

The proposed ordinance has been sent to legal counsel for review. Though the review is not yet complete, it is likely to be completed before the August 5 Board meeting. Any and all recommended changes from legal counsel will be provided to the Board ahead of the meeting.

RECOMMENDATION:

Administration recommends the full board approve the proposed revisions to the address ordinance, pending legal review.

WEXFORD COUNTY ORDINANCE NO. 30 - A
As Amended –

**AN ORDINANCE TO ESTABLISH A SYSTEM FOR STREET
ADDRESSES IN UNINCORPORATED AREAS OF THE COUNTY
AND TO PRESCRIBE PENALTIES FOR ITS VIOLATION**

Section 1. Short Title. This ordinance may be referred to as the Wexford County “Address Ordinance.”

History: Eff. Feb. 6, 1991.

Section 2. Purpose and Intent. The Wexford County Board of Commissioners finds that the health, safety and welfare of county residents, property owners and taxpayers would be enhanced by the establishment of a county-wide street, road and premises numbering system which will enable law enforcement, fire, medical and other emergency response agencies and services, utility companies, postal and delivery services, governmental agencies such as social service and public health agencies, and others to more rapidly identify and locate properties within the County. There is particular concern that the absence of such a systematic manner of identifying property in the County impairs the advantages in emergency response provided by the County’s 911 emergency alert system.

Accordingly, this ordinance is intended to provide a system for establishing street, road and premises numbers and addresses within the unincorporated areas of the County in a manner that is compatible for automated data processing and to facilitate the implementation of the 911 emergency alert system in part by providing the needed data base.

History: Eff. Feb. 6, 1991.

Section 3. Definitions. For the purposes of this ordinance, words shall be accorded their common meaning and usage, except for certain words and terms which are defined as follows:

- 1) **Base line** means the line that divides the north one-half of the County from the south one-half of the County being the south boundary lines of Springville, Antioch, Colfax and Cedar Creek Townships.
- 2) **Building Inspector** means the County building, electrical, mechanical or plumbing inspector who must inspect any structure or issue a permit for any structure in an unincorporated municipality. If no such permit or inspection is required, then this term means the “County building inspector.”
- 3) **Commercial Building** means a building not included in the definition of buildings in

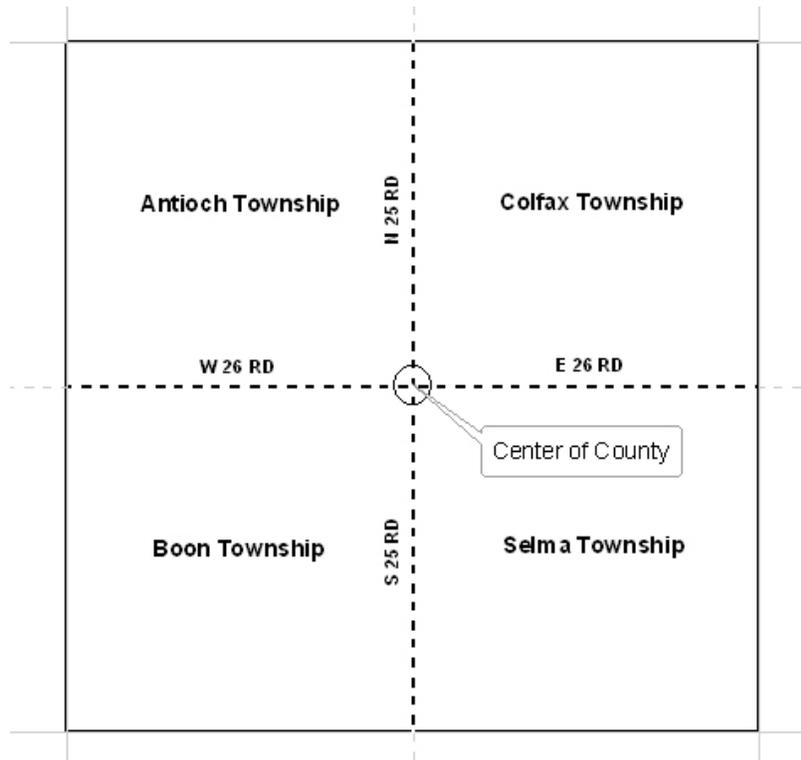
the dwelling/housing sector. A rigid, fixed, permanent building with a roof, that is used for commercial purposes and determined by the Building Inspector or the Zoning Administrator to be of a commercial use.

- 4) County means Wexford County, Michigan.
- 5) County Grid System or “Grid System” means the street and premises numbering system established and implemented pursuant to Section 4 of this ordinance.
- 6) Dwelling means any building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.
- 7) Dwelling unit means a single unit with a minimum of 800 square feet, providing complete independent living facilities for one or more persons, including PERMANENT provisions for living, sleeping, eating, cooking and sanitation.
- 8) Auxiliary Building means any building over 800 square feet permanently attached to an approved footing used for storage or the housing of livestock. These buildings will not at any time be approved for living without first being brought up the appropriate zoning and building requirements for a Dwelling unit.
- 9) Incorporated municipality means cities and incorporated villages duly created under Michigan law.
- 10) Meridian means the line that divided the east one-half of the County from the west one-half of the County being the west boundary lines of Cherry Grove, Selma, Colfax and Greenwood Townships.
- 11) Municipality means any village, city or township.
- 12) Planning Commission means the Wexford Joint Planning Commission.
- 13) Postal address means any premises having a mailbox for receiving mail deliveries from the United States Postal Service.
- 13) Premises means any lot or parcel of land improved with a dwelling or commercial building to which a street or road number has or will be assigned.
- 14) Property address means the designated street name and number of a dwelling or a commercial building.
- 15) Road Commission means the Wexford County Road Commission, including its officers and employees.

Section 4. County Grid System. There is hereby established a County Grid System according to the following specifications.

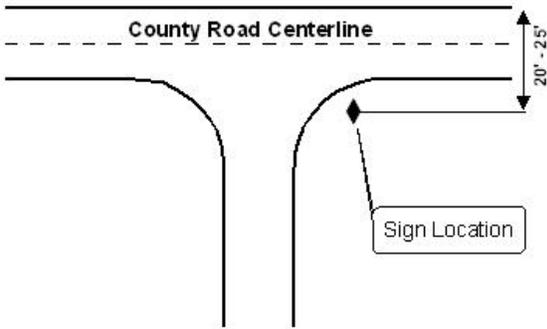
- 1) The County shall be divided into four quarters using the base line and the meridian line. The east/west road which forms the base line dividing the north from the south shall be 26 Road. The north/south road which forms the meridian line dividing the east from the west shall be 25 Road.
- 2) The east/west roads shall be even numbered, starting with 2 Road on the north line of the County, and progressing by 2 as one moves south, for each east/west road. The north/south roads shall be odd numbered, starting with 1 Road on the west line of the County and progressing by 2 as one moves east for each north/south Road, i.e., 3 Road is one mile east of the west line of the County.
- 3) Each mile is divided into 1000 graduations or numbers. Since there are 5,280 feet in a mile, each graduation shall indicate 5.28 feet.
- 4) On any north/south road to the north of the base line, odd numbered property addresses shall be on the west side of the road (even numbered property addresses shall be on the east side of the road). On any north/south road to the south of the base line, odd numbered property addresses shall be on the east side of the road (even numbered property addresses shall be on the west side of the road).
- 5) On any east/west road east of the meridian line, odd numbered property addresses shall be on the north side of the road (even numbered property addresses shall be on the south side of the road). On any east/west road west of the meridian line, odd numbered property addresses shall be on the south side of the road (even numbered property addresses shall be on the north side of the road).
- 6) In simpler terms, a person whose back is to the base line or meridian line will always find odd numbered property addresses on his/her left and even numbered property addresses on her/his right.
- 7) As an example, a premise on the west side of 25 Road, in Section 25 of Antioch Township 100 feet from the south section line, would have a property address of "1019 N 25 RD." As another example, a home on 34 Road, in Section 28 of Slagle Township, with a property address of "9601 W 34 RD" would be 9.601 miles west of 25 Road on the left (south) side of the road when traveling west from 25 Road.

8) The following diagram illustrates the Grid System.



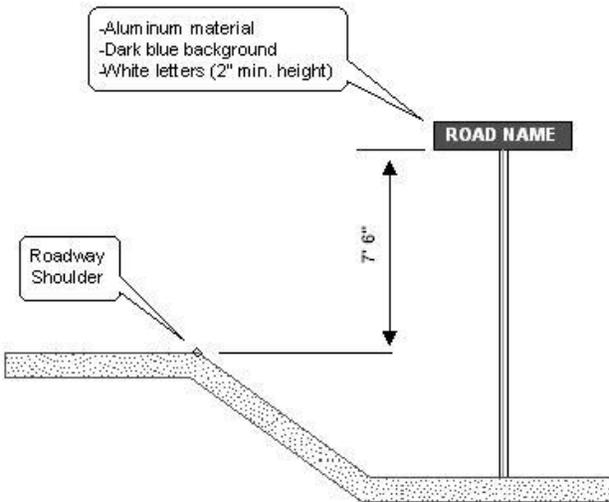
History: Eff. Feb. 6, 1991.

Section 5. Road Names and Numbers. The Equalization Department shall have exclusive authority to approve road names in the unincorporated and unplatted areas of the County in conformance with this ordinance. The changing of road names shall be discouraged and shall occur only when common usage is such that the old or prior name is no longer commonly identified with said road and when effective emergency service are jeopardized by use of outdated names. When new roads or easements are created and named, no new address will be assigned on that road or easement until a street identification sign is erected in compliance with Wexford County Road Commission standards as follows:



PLAN VIEW LAYOUT

At a minimum, signs should be placed 2' from the edge of the roadway shoulder. Break-away or yielding posts shall be used. 25' is recommended for typical locations.



HEIGHT DETAIL

Signs in rural areas should be mounted at a height of at least 5', measured from the bottom of the sign to the near edge of pavement. Street signs shall be mounted at a minimum height of 7' 6" to allow for possible future installation of a 30" STOP sign below at a specified 5' height.

- 1) The name of a new road or easement and the erection of a sign shall be the responsibility of the property owner that is creating, or has created, the new road or easement. In the event, the original developer no longer holds interest in any property being served by the road or easement, it shall be the responsibility of the current property owners being served by the road or easement.

Section 6. Address Numbering. The Equalization Department shall have exclusive authority to assign new property address numbers in conformance with the grid system. The Equalization Department, with approval of the County Board of Commissioners, may designate the Building Department to act in its stead. However, only the Equalization Department may realign or change any property address numbers pre-existing this Ordinance and must be done according to the following procedure.

- 1) Changing Address Numbers. Existing property addresses should not be changed except in the following circumstances:
 - a) The existing number is not in sequence and does not run consecutively in the same direction in accordance with the Grid System.

- b) The premises or existing property address number is such that issuing new numbers in either direction is not practical or in accordance with the Grid System.
 - c) When a new road is constructed or designated by the Road Commission which results in a more appropriate postal address for the premises.
 - d) When county line road designations and property address numbering present special problems.
- 2) Backup. The data backup shall list the dual street names or property addresses that may result from any changes made by the Equalization Department.
 - 3) Notification of Property Address Changes. The Equalization or Building Department shall notify or cause to be notified all affected property owners or occupants and emergency service agencies. Notice shall be made in person or by first class mail.

History: Eff. Feb. 6, 1991.

Section 7. Issuance of Property Addresses. Property addresses shall be issued according to the following procedure.

- 1) The property owner, a contractor or an agent of either, shall submit a properly completed application to the Building or Equalization Department.
- 2) The Building Department or the Equalization Department, acting under the delegated authority of the Board of County Commissioners, shall issue address numbers. Likewise, in those townships administering their own Building Code, the County Building Department or Equalization Department shall assign property address numbers.
- 3) An address will not be issued to any vacant parcel of property located within Wexford County without first submitting application for a building permit through the Wexford County Building Department or a zoning permit thru the proper authorities.
- 4) The Equalization Department shall enter a new address into the street and address index.

History: Eff. Feb. 6, 1991.

- 5) The department that issues a new road name shall notify 911 Dispatch.

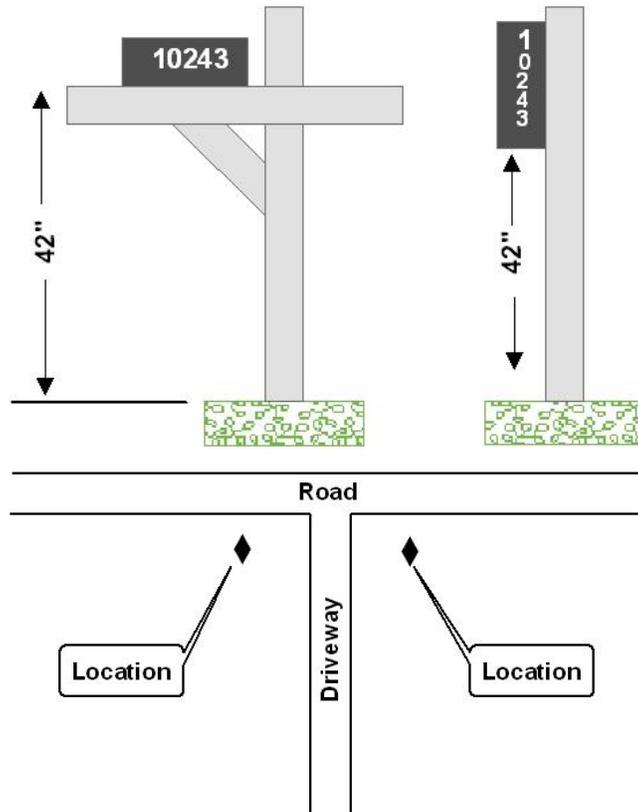
- 6) An Address will only be issued to a parcel with a structure of 800 square feet permanently attached to an approved footing. This includes garages, agricultural buildings and pole barns. The structure must be approved by the appropriate zoning authority and the Wexford County Building Department.
- 7) An Address will not be assigned to a parcel for a camper, a mini cabin or other similar use that is less than 800 square feet.

THERE IS A \$10.00 FEE FOR AN ADDRESS ALLIGATION PAYABLE TO THE WEXFORD COUNTY BUILDING DEPARTMENT.

Section 8. Compliance and Display. The owners and occupants of improved property in the County, except that property in unincorporated municipalities, shall obtain and display a property address in accordance with this Ordinance.

- 1) All premises shall bear a distinctive property address number in accordance with this Ordinance and as designated upon the street numbering maps on file in the Wexford County Courthouse, which maps, as revised from time to time, are incorporated by reference and shall be an operative part of this Ordinance.
- 2) All owners and occupants of any premises shall place upon the street front of such premises the property address issued pursuant to this Ordinance such that:
 - a) The address must be posted on the same side of the street as the house, unless otherwise stated in this ordinance.
 - b) Mailboxes may be used for property identification *only if the mailbox is located on the property immediately adjacent to the driveway or directly across from the driveway. Only single mailboxes can be used for identification.* Numbers shall be displayed in such a manner as to be plainly visible from road traffic lanes in either direction of approach. The numbers shall be of a contrasting reflective color to their background and shall be not less than three (3) inches in height.
 - c) Where numbers cannot be displayed on a mailbox, a post of suitable strength and construction *shall be placed where the number is visible from the road.* The height of the post shall not be less than four (4) feet above the level of the adjacent street. The property address numbers of the premises shall be placed on both sides of the post so as to be plainly visible from road traffic lanes in either direction of travel. Such numbers shall be of a contrasting reflective color to their background and shall be of no less than three (3) inches in height of. If the house is plainly visible from the road the address may be placed on the house in a conspicuous place in a contrasting color to the background of the house and shall be of no less than four (4) inches in height.

d) Address numbers shall be numerals, script or roman numerals not allowed.



3) In accordance with, The Stille-Derossett-Hale Single State Construction Code Act, Act 230, of 1972, 125.1513, no certificate of use and occupancy will be issued by the Wexford County Building Department until the premises are in compliance with this ordinance.

Section 9. Violations and Penalties.

- 1) The Building Department or Equalization Department may send a letter to any property owner or occupant of any premises which is not in compliance with this ordinance giving the property owner or occupant thirty (30) days to bring the premises into compliance. Any failure to display numbers within thirty (30) days shall be considered a violation of this ordinance.
- 2) Any violation of this ordinance shall be a public nuisance per se. Appropriate

actions may be taken by the Building Department or Equalization Department to remedy any such nuisance by posting the property address in accordance with this ordinance. The cost of any such remedial action shall become a joint and several obligations of the property owners and occupants and may be placed as a lien upon the premises of the same priority and collectible in the same manner as ad valorem property taxes, on the next billing cycle, as allowed by Act 206 of 1893, MCL 211.53. and MCL 211.55.

Section 10. Savings and Repeal. The provisions of this Ordinance are hereby declared to be severable and if any clause, sentence, word, section or provision is declared void or unenforceable, for any reason, by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in force. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

History: Eff. Feb. 6, 1991.

Section 11. Effective Date. This Ordinance shall take effect sixty (60) days after publication as required by law.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, County Administrator
FOR MEETING DATE: August 5, 2020
SUBJECT: Abilita: Independent Telecommunications Expertise

SUMMARY OF ITEM TO BE PRESENTED:

A long-running difficulty in budgeting the County's operations costs is managing telecommunications contracts and costs, particularly with AT&T. In the past 18 months, we have had steadily rising costs, four different service representatives, and extremely limited cooperation in resolving disputed invoices.

This situation is so common that the Michigan Association of Counties endorses the services of Abilita, an independent consulting organization that guarantees savings and refunds in telecommunications services. Abilita implements their recommendations, saving counties an average of 29 percent off all telecom expenses.

MAC notes that Abilita's services provide a valuable cost-effective service with assisting counties in reducing internal expenditures. I contacted multiple county administrators about Abilita and all responses were positive.

Abilita's process is to gather copies of invoices, contracts, list of lines, etc. related to telecom which is needed to return a Telecom Analysis Report. The report includes an inventory of services as well as Abilita's recommendation for savings which averages 29% for counties.

After the county approves Abilita's findings, Abilita begins implementation, then monitors with online access so they don't disrupt A/P or burden staff with scanning bill copies. After savings are realized, Abilita invoices the County for 50% of the savings. This process is similar to that of Tenurgy, a company we use to assist with utility costs.

RECOMMENDATION:

A motion to enter into an agreement with Abilita.



110 W. Michigan Ave., Suite 200
Lansing, MI 48933
517-372-5374 Fax 517-482-4599
www.micounties.org
Stephan W. Currie, Executive Director

Dear MAC member,

The Michigan Association of Counties is focused on helping members succeed in serving their communities. This is done through training, lobbying and putting our members' needs first.

In our quest to find valuable services for our members, we found Abilita can ensure our members are getting the best telecommunications rates and services.

Abilita is an independent consulting organization which guarantees savings and refunds in telecommunications services: local, long distance, internet and cellular. Abilita also implements their recommendations, saving counties an average of 29 percent off all telecom expenses.

Through our research, we have concluded Abilita's services succeed in meeting our expectations by providing a valuable cost-effective service. MAC has endorsed Abilita to assist counties and county entities in reducing internal expenditures.

Sincerely,

Stephan W. Currie
Executive Director



INDEPENDENT TELECOMMUNICATIONS EXPERTISE

Meet Abilita

An Evolution in Telecom Consulting

Abilita is a full service telecom consulting firm servicing the needs of medium and large enterprises from over 15 office locations across North America.

Abilita has decades of collective industry experience at their disposal. Our consultants provide specialized knowledge to our clients and continuously monitor developments in the industry to keep you well informed and ahead of the curve.

Abilita has the Expertise You Need

Telecom Expense Management (TEM) and more specifically Wireless Asset Management have become incredibly complex and cumbersome tasks for large businesses.

Abilita can relieve your organization of this burden, and free up your valuable human resources to focus on growing and managing your business.

Efficiency, Productivity, and Ease of Use Abilita Delivers:

Cost Optimization – We make sure our clients spend the right amount, and no more, to obtain the services and support they need.

TEM – Improved cost control, expense reporting, allocation, and audit verification. All with reduced management costs.

Performance Optimization – We help our clients leverage available technology to improve their business productivity.

Project Management – New technology acquisitions, voice/data network integration, and office moves or changes are just some of the complex projects that Abilita manages for clients.

Independent and Objective

Abilita represents You. We are not aligned with, or compensated by, any telecom provider and do not have preferred vendors. Our recommendations are customized to suit your specific business goals and requirements.

Why Choose Abilita?

- ⊞ Custom Solutions – policies, procedures, procurement, training.
- ⊞ National Scope, Local Service through 40+ North American offices.
- ⊞ Take Full Advantage of the Technology you Have.
- ⊞ Service you Can Depend On, Advice You Can Trust.
- ⊞ A Positive ROI within the first 6 to 12 months.
- ⊞ The Personal Touch – a trusted resource you can call to solve problems that arise.
- ⊞ Peace of Mind as your processes will run smoother and more efficiently.
- ⊞ Truly Independent & Objective Advice.
- ⊞ Allows you to Stay Focused on your Core Business.

Abilita has the expertise you need, when and where you need it. Make the right call, choose Abilita.

Harness your telecom
performance potential

MASTER SERVICE AGREEMENT

Between Wexford County and Aylward Consultants, LLC dba Abilita-Lansing

AGREEMENT TERMS

1. The Client hereby authorizes Abilita to review its telecommunications system and to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other telecom functions; and the recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.
2. All recommendations for improvements to the telecommunication system including recommendations for possible savings made by Abilita are subject to the Client's approval. No action regarding such changes shall be undertaken without the prior written consent of the Client. Any recommendations acted upon by the Client within thirty six (36) months of submission by Abilita shall be deemed to be accepted by the Client.
3. The Client hereby authorizes Abilita to identify and pursue, on the Client's behalf, possible refunds or credits due to billing errors or other causes.
4. The Client will provide Abilita with equipment records, telecommunications invoices, contracts, web-based provider invoices (including initial set-up if applicable) and other related information, as well as written authorization for Abilita to receive all such records and information directly from suppliers, during the payment term of this agreement as required by Abilita.
5. Abilita shall hold all records and information submitted for review by the Client in the strictest confidence.
6. All recommendations, actions and suggestions submitted by Abilita for the Client's consideration shall be held in the strictest confidence.
7. The term of this Service Agreement shall be thirty six (36) months from the date of signing.

PAYMENT TERMS

8. The Client agrees to pay Abilita, as its fee for the services rendered under this agreement, fifty (50) percent of all savings **realized** as a result of the acceptance of recommendations made by Abilita and reductions in cost realized as a result of Abilita's instigation or negotiation of such cost reductions, for a period of thirty six (36) months from the date of implementation of the accepted recommendation, or cost reduction, after which time the entire savings will accrue to the Client.
9. Billings will be as follows; 12 installments of 8.3% of the amount due based on documented savings, in 3 month increments from the date of implementation. Verification of savings will be conducted on a 90-day basis.

10. The Client also agrees to pay Abilita, fifty (50) percent of each refund or credit or other consideration realized based on Abilita's identification of billing errors or other causes. Payment will be due within thirty (30) days of the receipt of the refund, credit or consideration by the Client. Abilita will provide invoices detailing the computation of savings and refunds.

11. Statements not paid prior to the due date shall be subject to an interest charge of 1.5% per month, compounded monthly. A charge of \$35 will be issued for any check tendered by customer and returned unpaid by a financial institution. Calculation of savings shall be based on equivalent usage (the difference between what it would have cost the Client if the recommendations had not been implemented, and actual charges) and shall also include the amount of refunds, rebates or other consideration paid or credited to Client by suppliers as a result of Consultant's efforts. Calculated savings shall be offset by the amount spent by Client to purchase systems or hardware recommended by Consultant.

12. **Limitation of Liability.** Consultant's pricing reflects the allocation of risk and limitation of liability specified in this paragraph. Consultant's total liability to Client under this Agreement or based on any other cause of action (tort, statute, or otherwise) relating in any way or to any degree to its performance hereunder, for damages, costs and expenses, shall not exceed \$10,000 or the compensation received by Consultant under this Agreement, whichever is less. **NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.**

OTHER SERVICES

13. Telecommunications consulting services, billed on an hourly basis are also available. An estimate will be provided and agreed upon by the Client and Abilita before proceeding with any consulting work.

Wexford County
(Client Name)

Aylward Consultants, LLC d.b.a. Abilita- Lansing

437 E. Division St.
(Address)

11776 Silverspring Dr.
(Address)

Cadillac, MI 49601
(City, State, ZC)

Dewitt, MI 48820
(City, State, ZC)

(231) 779-9453
(Telephone)

(517) 853-8130
(Telephone)

Signature of Authorized Client Representative
I have the authority to bind the organization (company)

Signature

Print Name

Print Name

Title

Date

Date

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, Administrator
FOR MEETING DATE: August 5, 2020
SUBJECT: Coronavirus Emergency Supplemental Funding Program

SUMMARY OF ITEM TO BE PRESENTED:

Funding for the Coronavirus Emergency Supplemental Funding (CESF) Program is from the U.S. Department of Justice via the federal CARES Act. The Grants and Community Services Division of the Michigan State Police is administering Michigan’s CESF Program.

The CESF Program is not competitive. Specific amounts have been allocated for eligible applicants. For Wexford County, the eligible applicants and dollar amounts are:

28 th Circuit Court, 83 rd Probate Court, 84 th District Court	\$64,089.08
Prosecutor’s Office	\$22,500.00
Sheriff’s Office	\$54,720.00

However, to obtain the allocated funds, we need to submit three applications that details our incurred or expected eligible expenditures. Reimbursement payments will be made to the County on a quarterly basis after we provide completed CESF Financial Status Reports, invoices, cancelled checks, and other supporting information.

The application states that award notifications will be on or before October 15, 2020. A grant agreement must be signed and returned to MSP by November 30, 2020. More information about the CESF Program is available on the MSP website, Grants and Community Services Division.

The program will reimburse 100% of eligible expenditures made between March 1, 2020 and September 30, 2021, but the application is due August 14, 2020. This means we’re projecting 14 months of eligible expenses, which is a bit of a trick. We’re still collecting costing information and do not have completed applications available at this time. All three grant applications are due on August 14, which is before the next Board meeting, and must be signed by the Board Chair.

RECOMMENDATION:

Administration recommends that the Board authorize the Board Chair to sign the CESF Program applications, with the contents of the applications to be ratified by the Board at a following Board meeting.



K.

Administrator's Report to the Board of Commissioners **For the meeting of August 5, 2020**

Completed Projects/Tasks

FOIA Requests: The Administration Office received 5 new Freedom of Information requests between July 11 and July 31.

New Employees: No new employees have started working at the County since the last Board of Commissioners meeting.

MIDC Grant Quarterly Report: On July 30, a full day before the deadline, the FY20 Q3 report was submitted to the Michigan Indigent Defense Commission staff. This report covered the 4/1/20 - 6/30/20 time period. The Public Defender's Office is now doing the vast majority of this reporting. Copies of that report and the required program report will be included with the next Finance Committee packet.

Current Projects/Tasks

Window Replacement Project: The contract to replace the windows in the historic courthouse has been drafted, reviewed by legal, signed, and countersigned. You can expect to see folks with measuring tapes wandering around the courthouse soon, followed within a few weeks by window installation. A minimum of 80 windows need to be replaced, with an estimated two hours of labor per window. An October completion is expected.

First Responder Hazard Pay Premiums Program: We applied for this first come/first served program roughly 26 hours after the application information was made available. At the time this document was written, however, we had not received word from Michigan's Department of Treasury regarding an award.

Public Safety and Public Health Payroll Reimbursement Program: The original July 17 application deadline for this program was extended by one week, which allowed more entities to submit applications. A larger pool of state-wide applicants means the \$200 million of funding will have to stretch even further. Still, any award is better than none. Notice of awards is not expected for a number of weeks.

Coronavirus Emergency Supplemental Funding (CESF): There are three County allocations for this funding; the Sheriff's Office, the Prosecutor's Office, and the three Courts. The CESF monies are Federal CARES funding courtesy of the U.S. Department of Justice, and administered by the Michigan State Police. This is not competitive funding; it is a 100% reimbursement for eligible expenses, but we do have to apply no later than August 14.

Additional Notes/Meetings

Revenue Sharing: The latest information regarding the replacement funding for county revenue sharing is that we will **not** have to apply for the funding, but will receive it automatically. We've been told we'll receive roughly 150% of previously scheduled revenue sharing. However, it's possible there will be restrictions. Treasury is currently working on those details, which are expected to be released soon after the governor signs HB 5265.

Respectfully submitted,
Janet Koch, County Administrator