Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, July 15, 2020 beginning at 4:00 p.m. in the Commissioners' Room of the Historic Courthouse in Cadillac, MI, 49601.

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
G. PRESENTATIONS AND REPORTS
   1. Mid-Michigan Medical Examiner Annual Report *(Lisa Kaspriak, MMMEG Administrator)* 1
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.

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M. PUBLIC COMMENTS
N. LIAISON REPORTS
O. BOARD COMMENTS
P. CHAIR COMMENTS
Q. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator's office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

G.1.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, County Administrator

FOR MEETING DATE: July 15, 2020

SUBJECT: Annual Report Presentation – Mid-Michigan Medical Examiner Group

SUMMARY OF ITEM TO BE PRESENTED:

Ms. Lisa Kaspriak, Mid-Michigan Medical Examiner Group Administrator, will present the 2019 Annual Report for Mid-Michigan.

Wexford County

2019 Annual Report

Mid Michigan Medical Examiner Group

,

Last Revised: July 8, 2020

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Message to the Board of Commissioners and Citizens of Wexford County

The Wexford County Medical Examiner's Office investigates sudden, violent, unexpected, and suspicious deaths that occur in Wexford County. The Office of the Medical Examiner certifies death after investigation and postmortem examination and issues the death certificate as required by law. Complete findings of the death investigation are distributed to families and law enforcement agencies as appropriate.

The main duties of the Office of the Medical Examiner are to determine the cause and manner of death, and certify deaths that are reported to the medical examiner. The cause of death is the disease process or injury that resulted in death. There are thousands of diseases and injuries that may result in death. The manner of death is a classification in which a determination is made regarding whether the death resulted from natural causes, homicide, suicide, or an accident. On occasion, the manner of death is classified as indeterminate.

The collaboration between the Medical Examiner's Office, Law Enforcement, and Prosecutor's Office has grown extremely strong. Information collected during the investigation helps clarify the circumstances, such as the sequence of events prior to death. Immediate coordination and communication of offices during an investigation helps lead to the arrest and successful conviction of suspects in a homicide cases. Because deaths occur around the clock, medical examiner staff members are available 24 hours a day, 365 days per year.

With the skill and experience of the medical examiner investigators and board-certified forensic pathologists, we believe the quality of death investigations in Wexford County are among the best in the State. Continual training of the medical examiner investigators ensures quality comprehensive case work.

Our staff and investigators also extend their duties to the living by answering questions and addressing concerns regarding deaths within the county. Medical examiner investigators frequently make personal contact with family members of a deceased and assist them by providing appropriate answers regarding the circumstances of the death. Our 25 years of Medical Examiner Experience has provided us with the knowledge of efficiently executing national standards of death scene investigation with consideration of the needs of rural northern Michigan.

The pandemic provided us the opportunity to really practice our mass fatality readiness and collaboration of each of the county emergency managers. Preparing verbally and on paper is one thing but having to make the serious preparedness practices was another. We are pleased to report that our system is more solid than ever before.

We extend our sincere gratitude to the Wexford County Board of Commissioners for their support of the medical examiner program and the services we provide to the citizens of the Wexford County.

Medical Examiner Staff

Dr. Paul Wagner Chief Medical Examiner
David G. Turner D-ABMDI Chief Investigator
Lisa Kaspriak ME Administrator
Sally Momany, D-ABMDI Medical Examiner Investigator
Jennyfer Walker Medical Examiner Investigator
Ashleigh Butler Medical Examiner Investigator
Kimberly Oeverman Medical Examiner Investigator
Rebecca Yonkman Medical Examiner Investigator
Nicole Hales Administrative Assistant
Jennifer Sprik Administrative Assistant

Types of Deaths Reportable to the Medical Examiner

The Michigan County Medical Examiner Law, Act 181, P.A. of 1953, as amended, and the Michigan Public Health Code, Act 368, P.A. of 1978, as amended, mandates that specific types of death be referred to the Medical Examiner for investigation (see list below). These deaths include sudden and unexpected deaths, accidental deaths, and violent deaths. The medical examiner has the authority under these Acts to order an autopsy at any time it is deemed necessary to determine or confirm the cause and manner of death.

Deaths Reportable to the Medical Examiner:

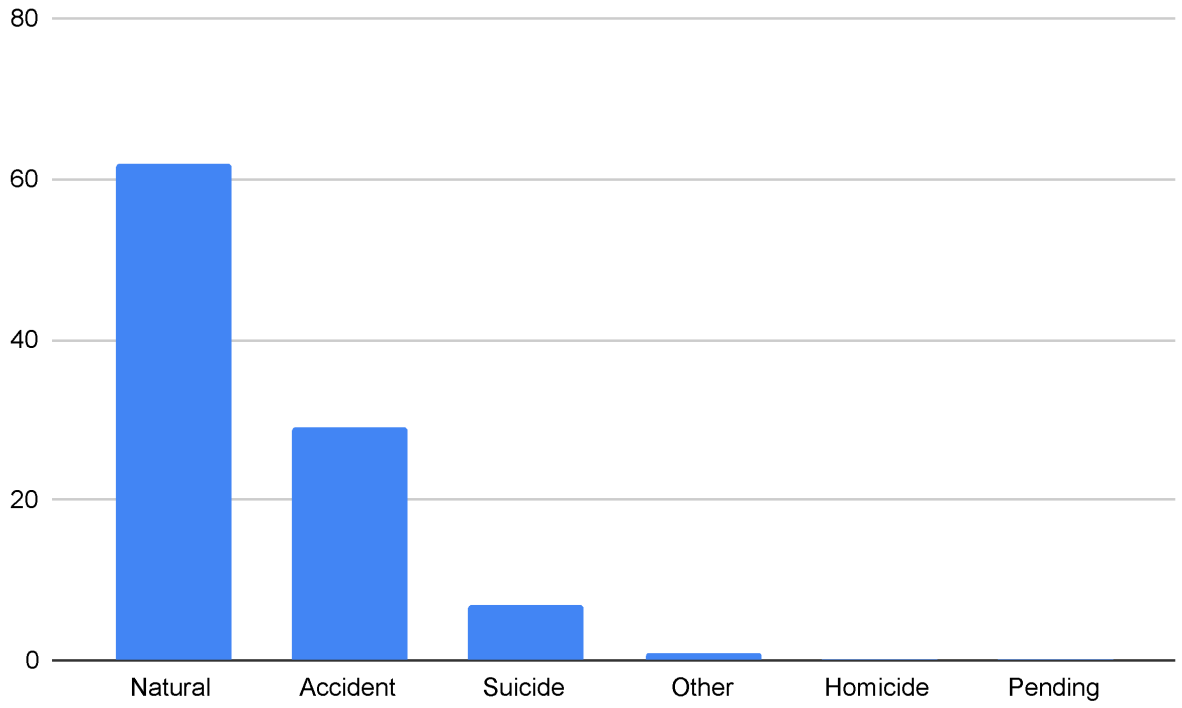
- Violent death (e.g., strangulation, gunshot, stabbing, poisoning, etc.)
- Accidental deaths (e.g., falls, drowning, motor vehicle collisions, burns, overdose, etc.)
- Death of a prisoner (e.g., deaths in any county or city jail while imprisoned or in custody).
- Suspicious Circumstances (e.g., Unidentified Bodies or events surrounding death)
- Sudden and Unexpected deaths (e.g., all deaths during a surgical procedure, in recovery,
- anesthesia-related, unexpected natural death, occupational-related deaths)*
- Without medical attendance within 48 hours of death:
- In cases of chronic illness, the attending physician may sign the death certificate if s/he can be reasonably certain of the cause of death.
- Death of a mother due to an abortion.
- Unexpected infant deaths

The medical examiner may order an autopsy for any of the reportable deaths listed above.

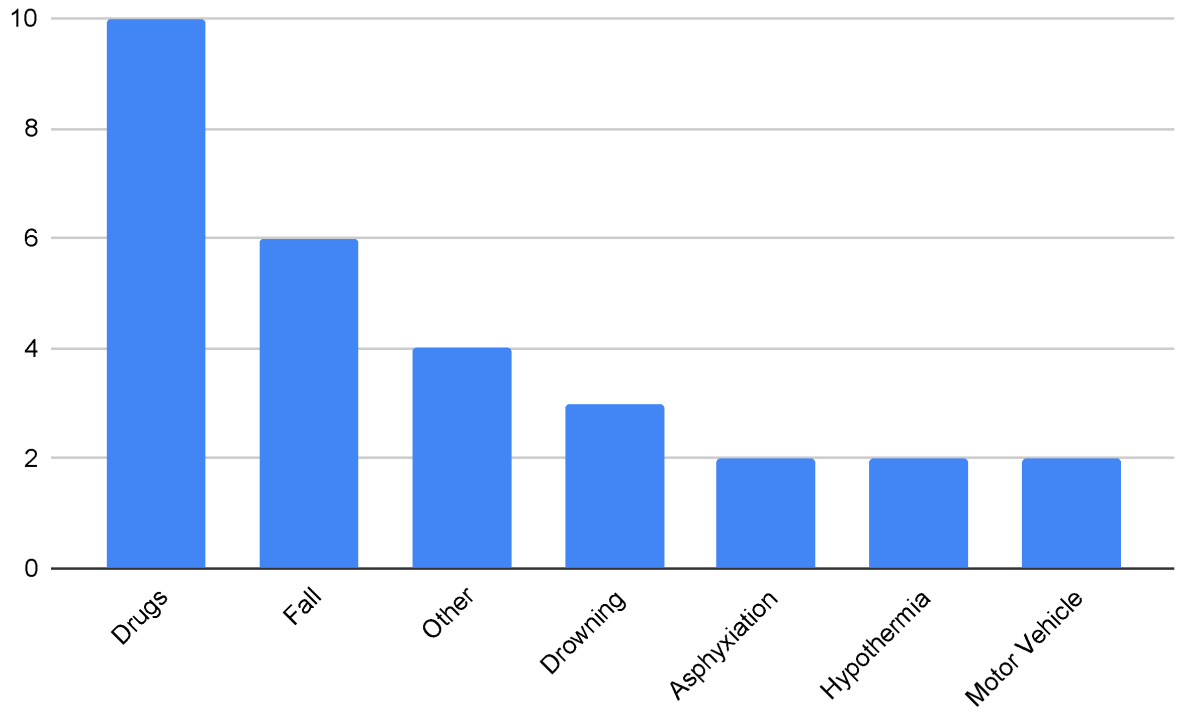
Wexford County Medical Examiner Cases

Population	33,003
Cases Reported to Medical Examiner	99
Number of deaths certified after Autopsy	5
Number of deaths certified after Toxicology	21
Case Review for Cremation Permits	217
Unclaimed Bodies	1
Exhumations	0

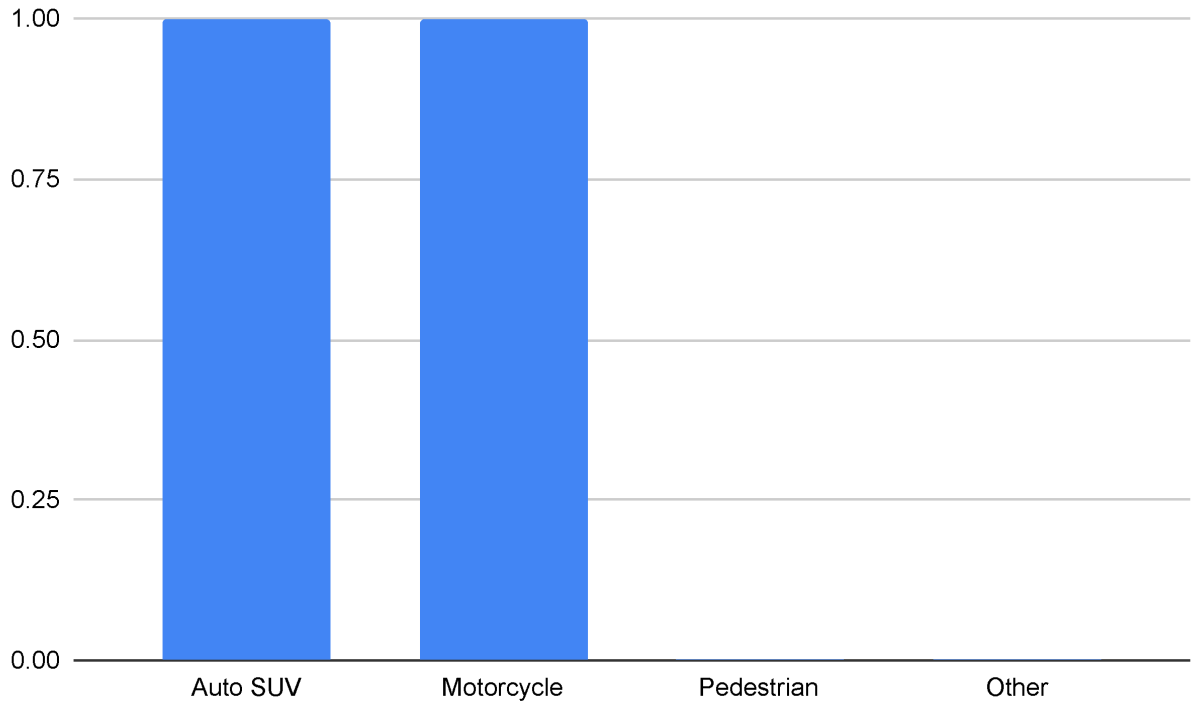
Manner of Death



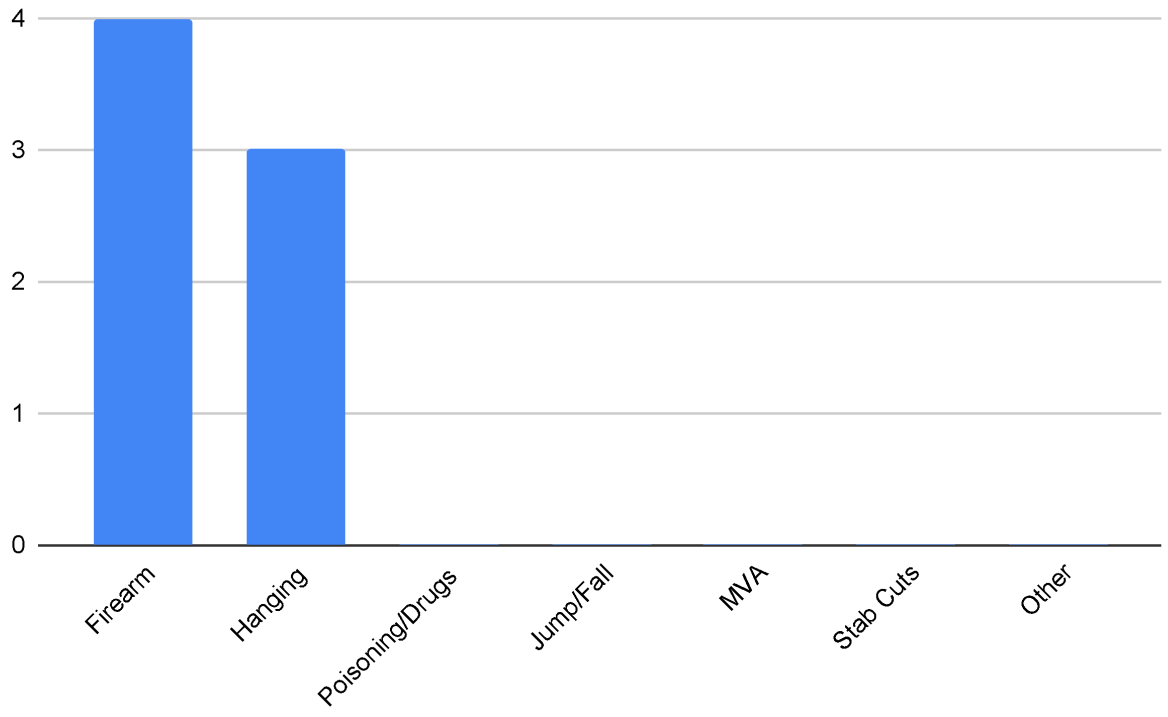
Accidental Death by Type



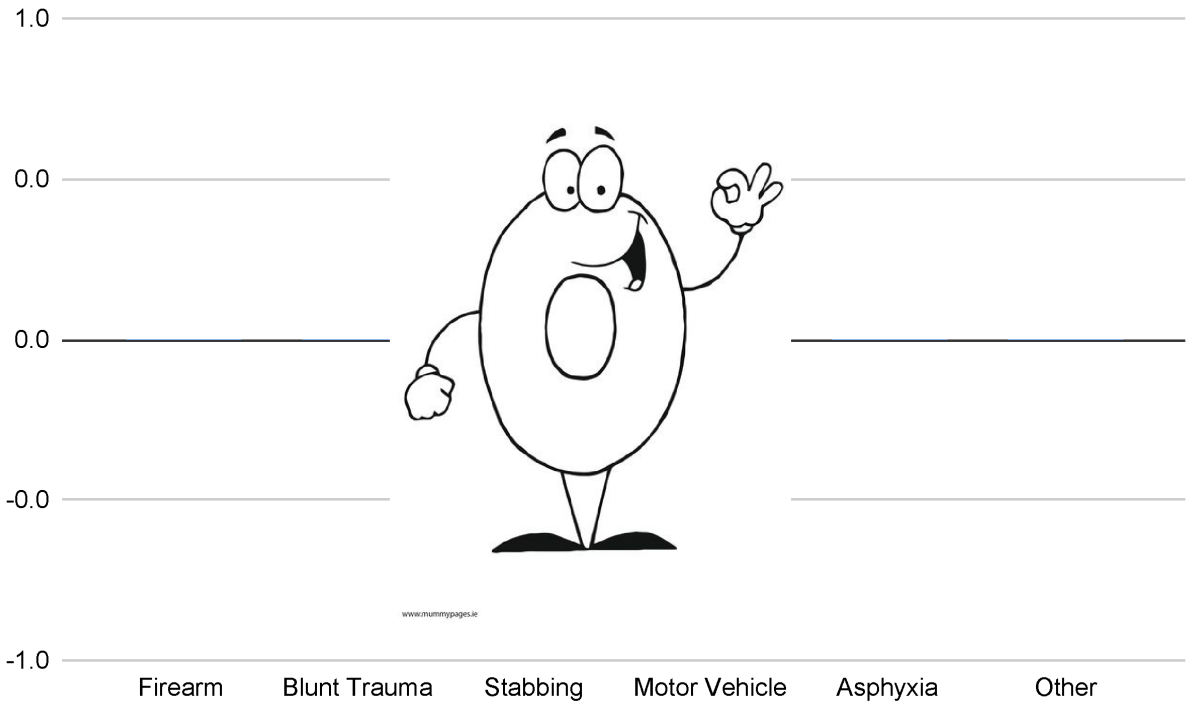
Accidental Deaths-Motor Vehicle Crashes



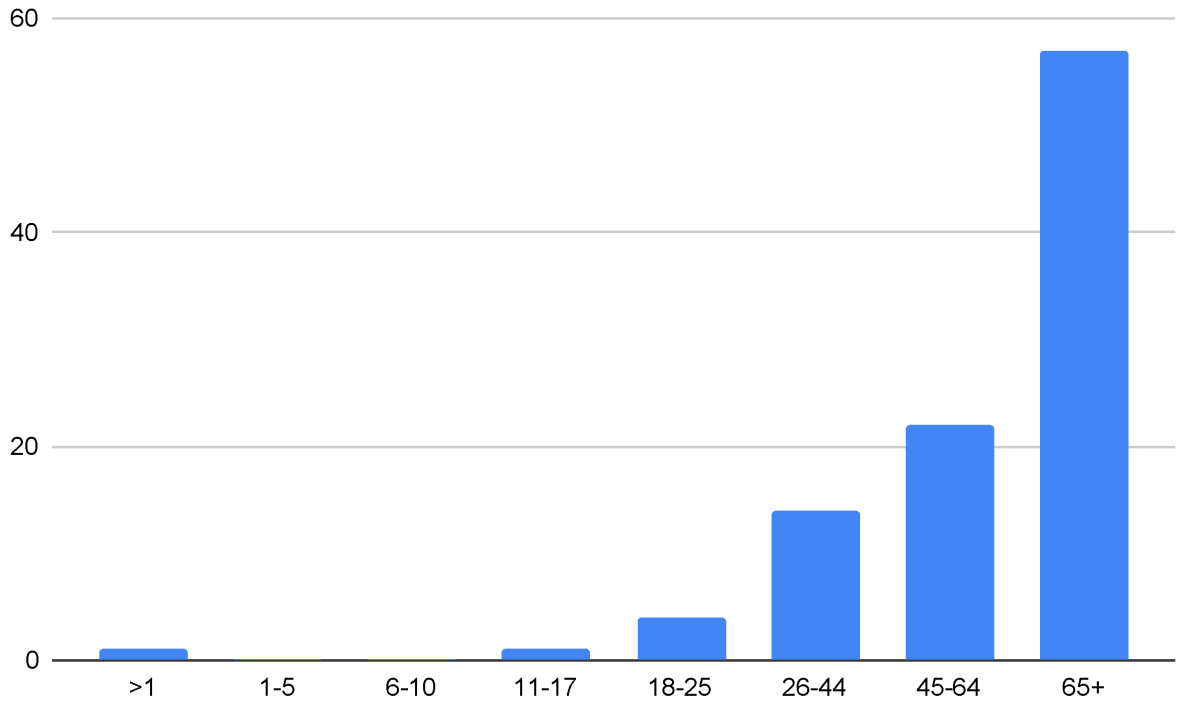
Suicide by Means



Homicide Deaths



Death by Age Group

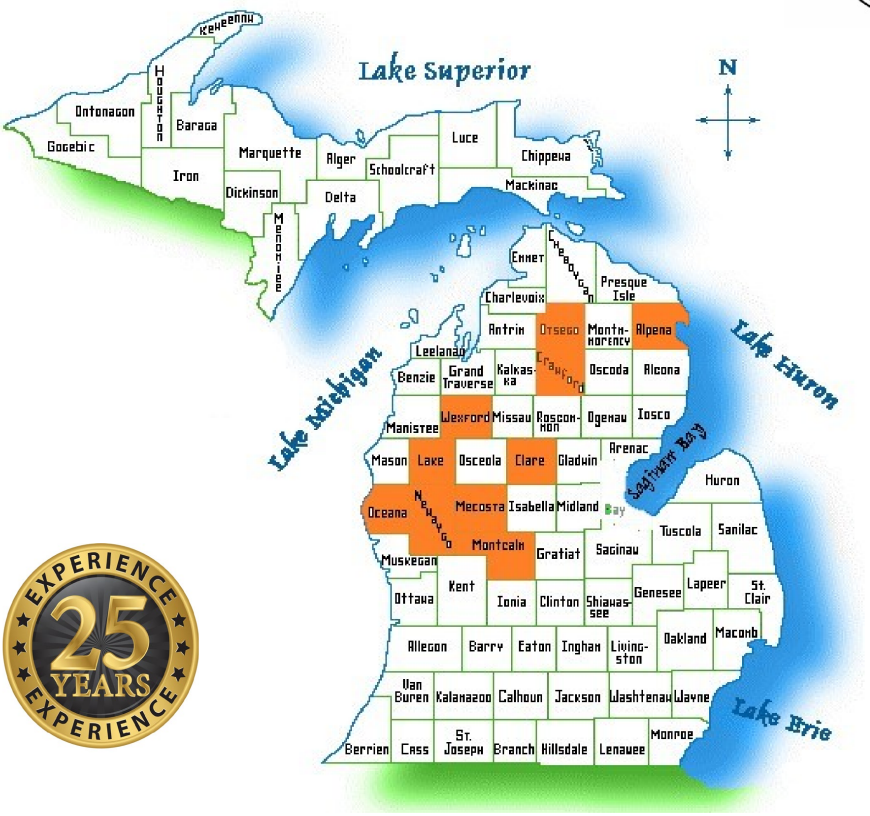


Gift of Life Organ and Tissue Donation

Wexford County "2" Successful
Qualifiers for Donation in 2019

MMMEG Complete Medical Examiner Services

as of June 2020



MMMEG TECHNICAL STAFF

CHIEF MEDICAL EXAMINER

ADMINISTRATOR

DR./ME LIASON SECRETARY

CHIEF M.E. INVESTIGATOR

OFFICE MANAGER

ADMINISTRATIVE ASSISTANT

HR DIRECTOR/EDUCATION SPECIALIST

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting *Wednesday, July 1, 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, Gary Taylor, Judy Nichols, and Brian Potter.

Absent- Commissioner Julie Theobald

Pledge of Allegiance.

Additions/Deletions to the Agenda- *None*

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Nichols to approve the agenda, as presented.

All in favor.

Employee Recognition-

David Batten was presented with his certificate for 15 years of service by Comm Taylor.

Melissa Alderman-Bismack was presented with her certificate for 20 years of service by Comm Bengelink.

Presentation and Reports- *None.*

Public Comment- *None.*

Consent Agenda

1. Approval of the June 17, 2020, Regular Meeting Minutes

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

All in favor.

Agenda Items

1. U.S. District Court Substance Abuse Testing Services

MOTION by Comm Nichols, seconded by Comm Musta to approve the U.S. District Court Substance Abuse Testing Service purchase order 0646-21-TS20 beginning October 1, 2020 and authorize the Chairman to sign the purchase order on behalf of the County.

Roll call: Motion passed unanimously.

2. NMCAA Contract Agreement for Project Income

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<u>MOTION</u> by Comm Bengelink, seconded by Comm Nichols to approve the Contract for Services with Northwest Michigan Community Action Agency for recaptured Program Income funds and authorize the Chairman to sign the agreement on behalf of the County.

Roll Call: Motion passed 8-0.

3. Resolution 20-19 Supporting House Resolution 277
<u>MOTION</u> by Comm Bengelink, seconded by Comm Potter to approve Resolution 20-19 Supporting House Resolution 277 A Resolution Discouraging Local Units Of Government From Defunding Or Abolishing Their Local Police Department.

Roll Call: Motion passed unanimously.

4. POAM 312 Letter of Understanding-Vacation
<u>MOTION</u> by Comm Nichols, seconded by Comm Bengelink to approve the POAM 312 Letter of Understanding regarding vacation hours and authorize the Chairman and Sheriff to sign the Letter of Understanding on behalf of the County.

Roll Call: Motion passed unanimously.

5. Budget Amendment
<u>MOTION</u> by Comm Musta, seconded by Comm Bush to approve the budget amendment dated 7/1/2020.

7/1/2020

Wexford County Board of Commissioners
Amendments to the 2020 Budget

Adj #	Acct	Acct Description	Revenue	Expense	a.
20200701	**295.682.539.00**	State Grant	$25,000		
	295.682.930.05	Veteran Expo		($10,000)	
	295.682.800.00	Contracted Services		$10,000	
	295.682.930.03	CVSF-ER		1,000	
	295.682.727.00	Office Supplies		9,000	
	295.682.930.06	New Freedom		15,000	
	Additional funding received for the State Grant				

One Commissioner questioned what New Freedom was. It was explained that that is the bus services provided.

Roll Call: Motion passed 8-0.

<u>Administrator's Report</u>-
Administrator Koch provided the Board with a written report and added that there are 142 Executive Orders, 3 of which were pre-pandemic.

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She also explained that the information regarding the grant for reimbursement of first responder's pay has not been released yet and will be based on a first come, first serve basis.

Copies of the audit were emailed to everyone that day, and everything looks good. Rehmann is unable to do in person presentations, but would be available to do them by Zoom. The options are to wait for them to be able to come in person or set up a presentation via Zoom. The Board opted to have the audit presented via Zoom.

The RFP's were sent out to replace the windows in the historic portion of the courthouse. Five companies came for the walk through. Bids are due on Thursday.

Correspondence-

1. Annual Report of Land Sale-Kristi Nottingham

Public Comments-*None.*

Liaison Reports-

Comm Nichols attended a District 10 Health Department meeting. All the information is available online.

Comm Hurlburt attended a Road Commission meeting.

Comm Taylor attended a District 10 Health Department meeting, as well.

Board Comments

Comm Bengelink read a quote from Ronald Reagan.

Comm Nichols congratulated Joe Porterfield for the great work on the audit and the recognition he received. She also wished Comm Townsend a Happy Birthday coming up on the 8th.

Comm Townsend thanked Comm Nichols for the birthday wishes, and also asked about presents. He also shared a quote from John Wayne.

Chairman's Comments

Comm Taylor thanked everyone for coming.

Adjourn

MOTION by Comm Potter, seconded by Comm Nichols to adjourn at 4:11 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

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J.1.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee

FOR MEETING DATE: July 15, 2020

SUBJECT: Fiscal Year 2021 Budget Calendar

SUMMARY OF ITEM TO BE PRESENTED:

The FY 2021 Draft Budget Calendar is presented for consideration. The calendar has been condensed and pushed back significantly to allow us to adapt the budget if we have revenue reductions from the State of Michigan.

A budgeting process that officially begins in October also allows us to take into account three calendar quarters of 2020 expenses and revenues. In addition, it is hoped that we will have final costs for health insurance by October.

Communication has taken place with the elected and appointed department heads regarding the revised calendar. All understood the need for the change, none objected strongly, and some were very pleased to be able to wait until the State of Michigan's budget is (theoretically) finalized.

The proposed calendar anticipates approval of the budget resolution at the second scheduled December meeting, which is the same meeting at which the 2020 budget resolution was approved.

RECOMMENDATION:

The Finance Committee recommends the full board approve the FY 2021 budget calendar.

WEXFORD COUNTY
FISCAL YEAR 2021 BUDGET CALENDAR

Finance Committee: ***Mike Musta (Chair), Brian Potter, Gary Taylor, Julie Theobald***

Date	Time	
07/09/20	4:00 PM	Finance Committee requested to recommend 2021 budget calendar for discussion and approval at the following regular Board of Commissioners meeting.
07/15/20	4:00 PM	Board of Commissioners considers approval of 2021 budget calendar.
07/16/20	--	Administrator distributes budget calendar to department heads. Departments begin to gather information for their budgets.
09/23/20	4:00 PM	Finance Committee recommends 2021 departmental budget targets for discussion and approval at the following regular Board of Commissioners meeting.
10/07/20	4:00 PM	Board of Commissioners approves budget targets for departments to follow in submitting requested budgets.
10/08/20	--	Administrator to distribute budget target information and blank 2021 budget worksheets (or BS&A instructions) to departments/offices.
10/23/20	--	Departments/Elected Offices submit completed budget requests and narratives to Administrator.
10/23 to 11/11	--	Adminstrator works with deptartment heads to reach the BOC's targets.
11/12/20	4:00 PM	Administrator provides the Finance Committee with a draft of requested & recommended budgets for discussion and review at the next Finance meeting.
11/19/20	4:00 PM	SPECIAL meeting: Finance Comm. reviews budgets, hears appeals from department heads, provides any necessary direction to the Administrator for budget changes, after which the Administrator will work w/ dept. heads to revise.
11/25/20	4:00 PM	Finance Committee recommends budget for consideration by the Board of Commissioners.
12/02/20	4:00 PM	Administrator presents budget to Board of Commissioners.
12/05/20	9:00 AM	Public Hearing notice in *Cadillac News.*
12/16/20	4:00 PM	Public Hearing, consideration of approval of the budget by BOC, and adoption of the General Appropriations Act.

NOTE: Meeting dates may be revised and meeting dates may be added.

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July 2020

S	Mon	Tues	Wed	Thurs	Fri	S
			1	2	3	4
5	6	7	8	9 Fin. rec. calendar	10	11
12	13	14	15 BOC app calendar	16 Admin - clndr; dpts inf	17	18
19	20	21	22 Finance	23	24	25
26	27	28	29	30		

August 2020

S	Mon	Tues	Wed	Thurs	Fri	S
2	3	4	5 BOC mtg	6	7	1/8
9	10	11	12	13 Finance	14	15
16	17	18	19 BOC mtg	20	21	22
23	24	25	26 Finance	27	28	29
30	31					

September 2020

S	Mon	Tues	Wed	Thurs	Fri	S
		1	2 BOC mtg	3	4	5
6	7	8	9	10 Finance	11	12
13	14	15	16 BOC mtg	17	18	19
20	21	22	23 Fin. rec. budget targets	24	25	26
27	28	29	30			

October 2020

S	Mon	Tues	Wed	Thurs	Fri	S
				1	2	3
4	5	6	7 BOC apprv targets	Fin. 8 Admin send xls & targets	9	10
11	12	13	14	15	16	17
18	19	20	21 BOC mtg	22	23 Dept. budgets to Admin	24
25	26	27	28 Finance	29	30	31

November 2020

S	Mon	Tues	Wed	Thurs	Fri	S
1	2	3	4 BOC mtg	5	6	7
8	9	10	11	12 Draft budget to Fin.	13	14
15	16	17	18 BOC mtg	19 SPCL Fin bdgt rvw, appeals	20	21
22	23	24	25 Fin. rec. bdgt to BOC	26 Thnksgvg	27	28
29	30					

December 2020

S	Mon	Tues	Wed	Thurs	Fri	S
		1	2 BOC Admin & budget	3	4 Pblc hrng notice 12/5	5
6	7	8	9	10 Finance	11	12
13	14	15	16 BOC adopts budget	17	18	19
20	21	22	23 Finance	24	25	26
27	28	29	30 Finance	31		

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee

FOR MEETING DATE: July 15, 2020

SUBJECT: Historic 1913 Courthouse Windows Project

SUMMARY OF ITEM TO BE PRESENTED:

A Request for Proposals, RFP, was published June 25, 2020 through June 27, 2020 in the Cadillac News. Addendum 1 was issued on June 26, 2020. Addendum 2 was issued on July 2, 2020, prior to receiving any bids.

Five firms attended the mandatory pre-bid site visit meeting on Tuesday, June 30.

The Purchasing Committee consisting of Commissioner Musta, County Administrator Koch, and Maintenance Director Kerr were present at the bid opening on Thursday, July 8, 2020 at 3:30 p.m. Chairman Taylor was also present.

One bid was received by City Glass Shop, Inc. Additional clarification is needed, and Ms. Koch and Mr. Kerr will be speaking with the owner. Once this information is obtained, it will be provided to the board.

The Bid Submission Form and additional information is attached for review.

RECOMMENDATION:

The Finance Committee recommends the full board award the bid to City Glass and instruct the Administrator to present a contract for approval with City Glass at the August 5 meeting.

Wexford County
BID SUBMISSION FORM
Historic Courthouse Window Project

Bid Deadline: **Thursday, July 9, 2020 at 3:00 p.m.**

Submit in person to: **Wexford County Administration Office**
2nd Floor, Wexford County Courthouse

Or by mail to: **Wexford County Administration Office**
437 E. Division St.
Cadillac, MI 49601

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1. **Historic Courthouse Window Project: Base Bid (required)** $ 174,000.00
   Includes, but is not limited to, the following:
   Removal and disposal of 80 existing windows.
   Provision and installation of 80 windows.
   Removal and disposal of existing south entrance doors and windows.
   Provision and installation of south entrance doors and windows.
   Maintenance of 33 wood window frames.
2. **Historic Courthouse Window Project: Alternate** $ 24,200.00
   Same as base bid, except remove "maintenance of 33 wood window frames" and insert "replace with fixed glass windows in a style that matches new windows."
3. Window manufacturer/brand Quaker Windows
4. Length of manufacturer's window warranty 10 years, will
5. Estimate start date measure mid July onsite Sept 2020 Estimated completion date Oct. 2020
6. Receipt of the following addenda are acknowledged:
   Addendum No. 1 ..... Date received 6-26-2020
   Addendum No. 2 ..... Date received 7-02-2020
7. On-site meeting completed on June 30, 2020 (circle one) ..... (Yes) / No

---

Contractor Information:

Company Name City Glass Shop, Inc. Office phone 231-775-4600

Address 401 Bell Avenue, Cadillac, MI Cell phone 231-878-0186

Email skip.citygless@yahoo.com

Skip Seelye
Typed or printed name and title of official authorized to find the firm to the provisions of the RFP

Skip Seelye
Signature of official authorized to bind the firm to the provisions of the RFP

Date 7-09-2020

Failure to complete this form may be considered grounds for elimination from the selection process.

Fekete Knaggs & Burr
INSURANCE

1025 S. Mitchell Street • Cadillac, MI 49601 • Phone 231-779-7919 • Fax 231-779-7925

July 09, 2020

Wexford County
County Administrator
437 E Division St.
Cadillac, MI 49601

RE: The City Glass Shop Inc
Performance Bid Bond

Dear County Administrator;

This letter is to serve that upon the award of the contract for Wexford County- RFP Windows Project, our insured, The City Glass Shop, will be able to secure all required insurances, including a Surety Performance and Maintenance and Guarantee Bond, made payable to Wexford County for the full amount of the award. The carrier for the bond will be with Auto Owners Insurance, an A++ rated carrier.

If there are any questions or concerns, please feel free to reach out to our agency.

Respectfully,

Tasha Blake

Tasha Blake
Commercial Account Manager
E: tblake@fkbinsurance.com

Addendum #1
Request for Proposals for Historic 1913 Courthouse Windows Project

Issued: June 26, 2020

This Addendum is issued prior to receipt of bids to provide for certain clarification to the specifications for the Historic 1913 Courthouse Windows Project.

The Bidder shall acknowledge the receipt of this addendum by signing and dating this document and incorporating in the bid package.

Company: City Glass Shop, Inc

By: Skip Seelye

Title: President

Changes, additions or deletions to specifications:

DELETE: Section 13.2. Each bid must be accompanied by a bid bond duly executed by a surety company approved by the owner and payable to the owner for 5% of the total amount of the bid. A certified check, drawn in the owner's name, may be used in lieu of a bid bond.

Addendum #2
Request for Proposals for Historic 1913 Courthouse Windows Project

Issued: July 2, 2020

This Addendum is issued prior to receipt of bids to provide for certain clarification to the specifications for the Historic 1913 Courthouse Windows Project.

The Bidder shall acknowledge the receipt of this addendum by signing and dating this document and incorporating in the bid package.

Company: City Glass Shop, Inc

By: Skip Seelye

Title: President

Changes, additions, clarifications, or deletions to specifications:

1. New windows in the two first floor bathrooms must allow for existing venting.
2. All existing aluminum surrounding windows must be replaced in an earth-tone color to closely match existing earth-tone windows.
3. Section 12.2.10 notes that "appropriate flashing must be installed." Existing flashing can be re-used if it is metal and in good condition. Membrane flashing must be replaced. Contractor is responsible for the complete system being water tight and must take responsibility for all flashing, old or new. Any exposed flashing must match the earth-tone color of the new windows.
4. Section 12.2.12 states that "Contractor must dispose of existing mesh and provide and install equivalent after window installation." The existing mesh may be reused if its condition upon removal is acceptable to the Owner's Representative.

QUAKER RESIDENTIAL WINDOWS & DOORS
www.quakerwindows.com

QUAKER WINDOWS & DOORS

QUAKER COMMERCIAL WINDOWS AND DOORS
www.quakercommercialwindows.com

PO Box 128 | 504 Highway 63 South | Freeburg, MO 65035 | 800-347-0438 | 573-469-4151 (fax)

Installation Guidelines for all aluminum Quaker products through jamb

Read these instructions completely before starting any installation. Failure to install and maintain our product according to these instructions may void any product warranty. Please visit our website at www.quakerwindows.com or call 1-800-347-0438 for additional information.

Tools required by installer:

Safety glasses		Utility knife	
Drill/Driver		Caulk gun	
Level		Tape measure	
Hammer		Putty Knife	

Materials required by installer:

Foam Backer Rod		Minimally Expanding Foam	
Shims (Waterproof)		Sealant	
Fasteners		Denatured Rubbing Alcohol	

⚠ WARNING

Tools

- Follow manufacturers instructions for safe operation of tools, and ladders/scaffolding. Always wear safety glasses. Failure to do so could result in injury, product or property damage.

Handling

- Do not store units outside, or in a hot environment. Doing so could result in product damage.
- **Do not carry flat.** Doing so could result in product damage, injury, or property damage.
- Stack units as straight as possible to avoid bowing. **Do not lay flat!**

Glass

- If broken, glass can fragment causing injury. All Quaker products are available with safety glass. In many areas, local building codes require safety glass in certain locations and/or applications. Unless safety glass is ordered, Quaker windows are not provided with safety glass. Before ordering, consult your local building codes for more definitive information.

Fastening

- Metal fasteners and components could corrode when used with preservative-treated lumber. Use approved fasteners and components to fasten window or door. Failure to do so could cause a failure resulting in injury, product or property damage.
- Fastener must attach to a structural framing member with 1 1/2" minimum fastener embedment, or minimum 3 full threads with a minimum 5/16" head as products were tested with.
- ***Quaker does not supply anchorage/fastener calculations, and is not responsible for determining structural adequacy of the anchorage and fasteners used to install our products, or the openings into which they are installed.***
- **Do not** over drive screws or nails. Doing so could result in product damage.

⚠ CAUTION

Installation

- Always support window or door in opening until fully fastened. Failure to do so could result in the window or door falling out or causing injury, product, or property damage.
- Nailing flanges and drip caps (integral or applied) **do not** take the place of window flashing. All windows and doors must be properly flashed and sealed with material compatible sealant for protection against water and air infiltration around the entire perimeter. Failure to do so could result in product or property damage.
- **Do not** set window directly on sill plate. Place shims under the side jambs. Window or door must be properly shimmed. Failure to do so could affect operation and product performance and could result in product damage.
- Live or dead loads transferred into our product can affect functionality, damage frame joinery or cause glass failures. Dead loads such as upper levels, roof, etc. Should be constructed before window or door is installed.
- Loads shall be designed to withstand the most critical effects of load factors and load combinations as required by the building code. (Loads are including but not limited to Live, Dead, Collateral, Auxiliary, Thermally induced, Seismic, etc.)
- Maximum vertical deflection of the header under all Load combination should not exceed the Span/720 or 1/4" whichever is less.
- Windows and doors have small parts. Small parts if swallowed could pose a choking hazard to young children. Dispose of unused, loose, or easily removed small parts. Failure to do so could result in injury.
- **Do not** drill through or into window sill to install alarm wires.

Sealing

- Follow instructions of foam, sealant, and flashing manufacturers regarding safety, material application, compatibility, and periodic maintenance for continued weather resistance of their products. Failure to do so could result in product or property damage. **DO NOT** overfill between the frame and opening.
- Minimally expanding foam insulation must be compliant with AAMA 812-04.
- Quaker recommends 100% silicone (ASTM C920 compliant) neutral cure only sealant. Always clean all areas where sealant will be applied. Failure to do so could result in product or property damage.
- Flashing tape must meet ASTM-D779 performance requirements.
- Maintain a minimum of 1/4" between the window or door frame and exterior finish materials. Failure to do so could result in product or property damage.

Joining

- Do not join any window or door to any window or door not designed for joining. Joined windows and doors must be individually supported in the opening. Failure to do so could affect operation and product performance and could result in product or property damage.

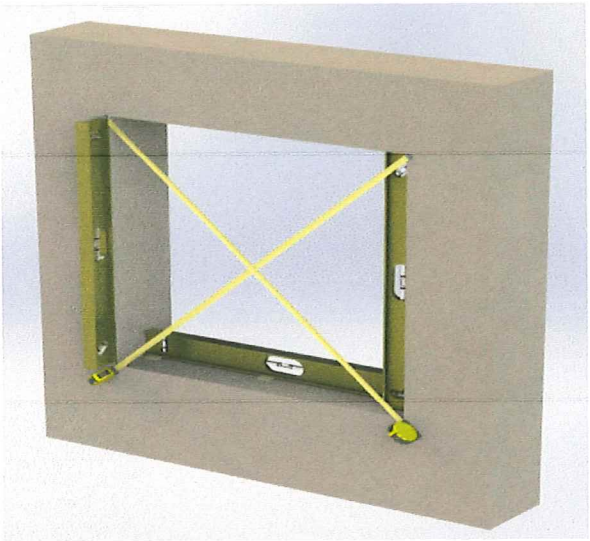
Cleaning

- Acid solutions used for cleaning will damage glass, fasteners, hardware, and metal flashing. Protect these products and follow cleaning products manufacturers instructions. If acid contacts the window or door, wash all surfaces immediately with clean water.
- **Do not** use razor blades to clean glass surface. Glass damage could result.
- Clean glass using liquid glass cleaner.
- Clean frame, sash, panels, and insect screens using mild detergent and warm water with a soft cloth or brush.

IMPORTANT

- Buildings constructed prior to 1978 could contain lead paint which could be disturbed during window or door replacement. For more information on proper management of lead paint, go to: **www.epa.gov/lead**
- Care must be taken to properly recycle or dispose of old materials. Any recyclable materials should be separated from non-recyclable or hazardous materials. Please consult with local or state authorities regarding proper disposal of non-recyclable or hazardous materials.
- These are generic instructions intended to cover most common situations, which may not be appropriate for all installations due to building design, construction materials, or methods used and/or building or site conditions. Consult a contractor or architect for recommendations.
- Inspect all units for any damage or defects prior to installation. Contact the nearest Quaker distributor if there are any problems.

1

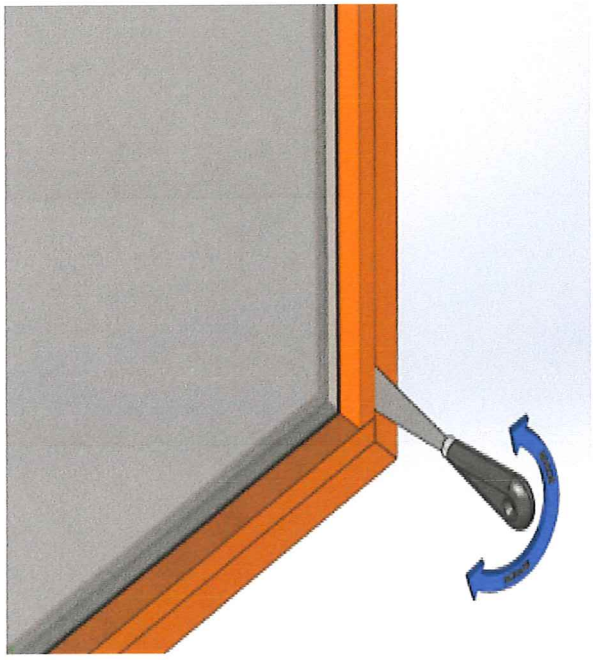


Measure and verify the size of the rough opening. The rough opening should be a minimum ½" (but not to exceed 1") wider and taller than the unit. The masonry opening should be sized ½" wider and 9/16" higher than the units exterior frame. Verify the rough opening is flat, plumb, level, and square. Take diagonal measurements to check for square.
The sill beneath the unit must be level for proper unit operation.

2

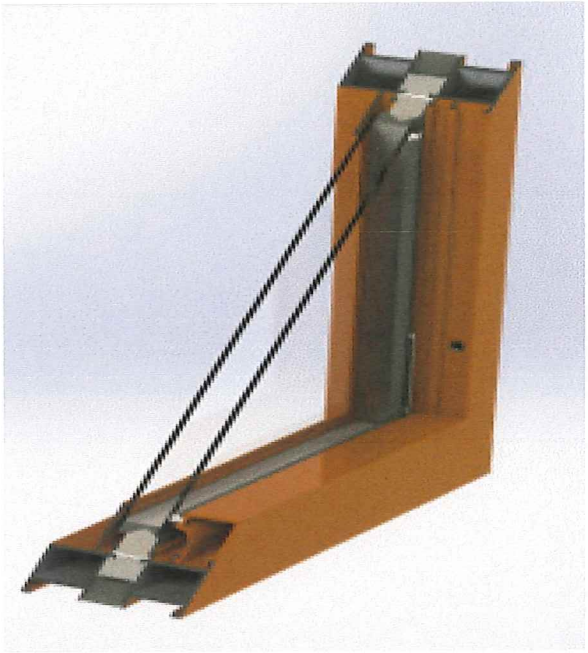
Check the fit of the unit making sure the conditions are level, the installer can pre-apply the shims to the sill condition prior to installation of the window frame.

3



The glazing bead may require removal and reinstallation. Be careful to avoid damaging the glazing beads and finish. Slide a putty knife between the glazing bead and frame at the bottom corner and apply pressure as you rotate the putty knife away from the window frame.

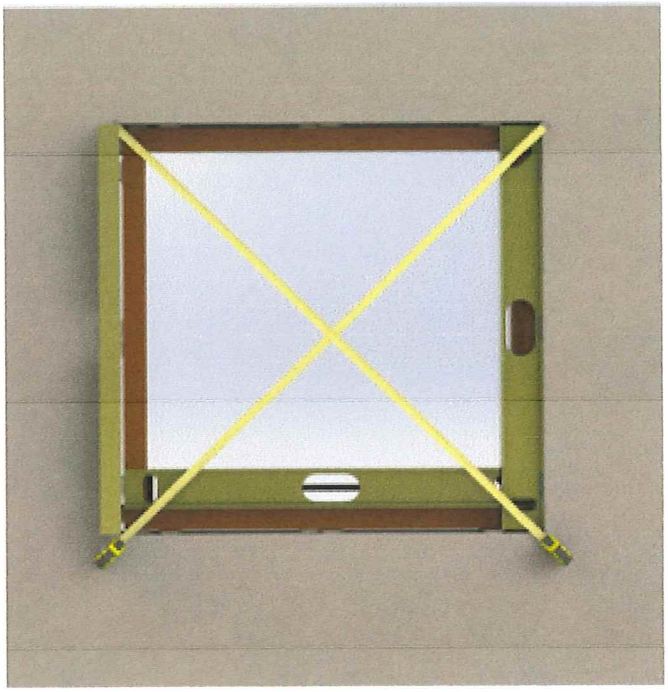
4



Drill a pilot hole thru the side jamb 4" from each corner and 16" on center.

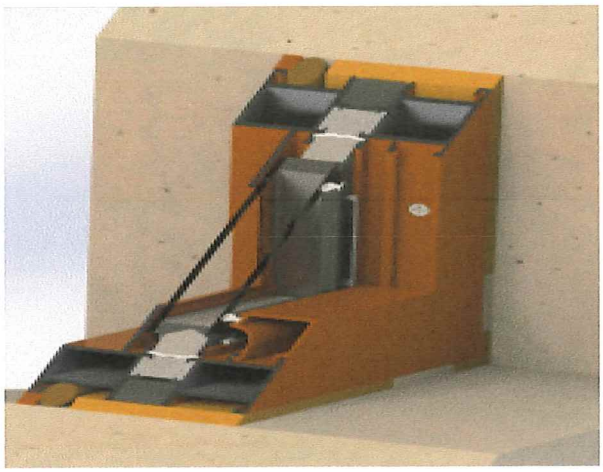
Quaker reserves the right to change the information contained in these guidelines without notice.

5



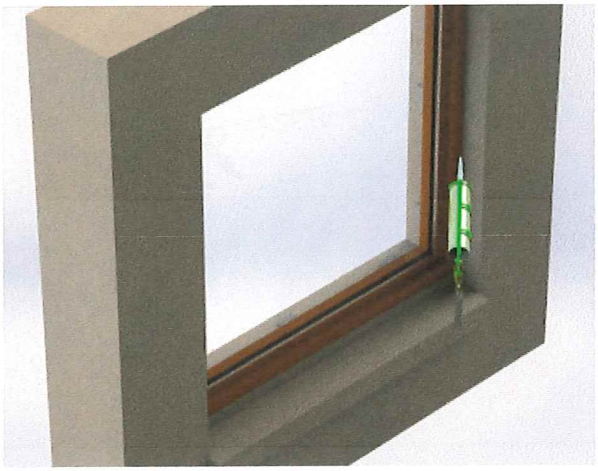
Set the window in place on top of the shims at the sill, and center in opening. Place a level on the window sill to verify that the sill is level. Adjust the shims as needed to ensure a level condition. Check the head, sill and jambs with a level again to make sure the window is setting plumb, level, and square within the opening. Measure across the diagonals to determine if the window is square.

6



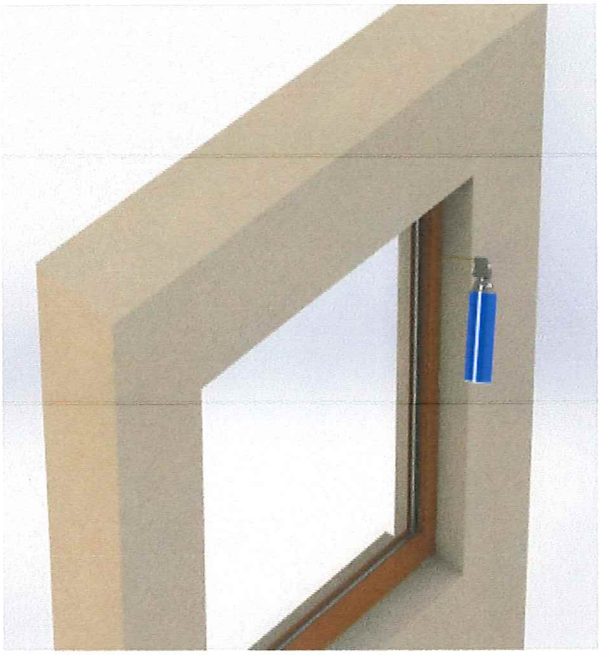
Install fasteners as required at the remaining anchor points per shop drawings and or anchorage calculations. Always follow the fastener/anchor manufacturer's guidelines for proper edge distance, load capacity and installation techniques. For casement windows, add blocking and anchors at the hinge locations. For sliding windows, add support blocking behind the jamb condition at the locking point. Check the installed product to ensure that it operates properly and that the reveal is equal between the sash and frame. Reinstall glazing beads using a shim or rubber mallet to lock them back in place.

7



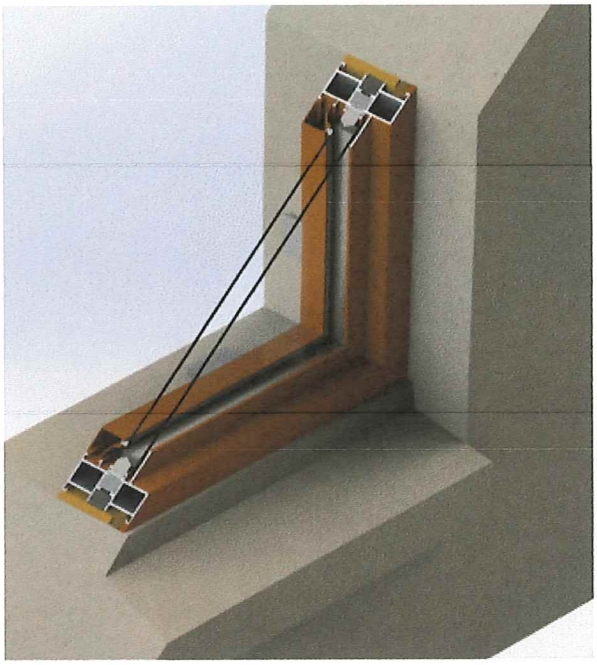
If total frame replacement in brick or siding was preformed maintain a minimum of ¼" between the window frame, trim, siding, or masonry. Failure to do so could result in product or property damage. Apply backer rod (if needed) and a continuous bead of sealant between the window frame and exterior finish material on all four sides of unit. Make sure to clean all surfaces before applying 100% neutral cure silicone sealant (some surfaces may need to be primed so check with sealant supplier).

8



Insulate between the window frame and the rough opening using minimally expanding window and door spray foam or fiberglass insulation that is compliant with AAMA 812-04. Read and follow the manufacturers' recommendations for application and use.

9



Operate window unit to ensure proper operation. Sash will not operate correctly if window is out of square, over-shimmed or over-insulated. Allow foam to fully cure before installing interior trim. Install interior finish trim.

QWP part # IG-022

Installation Guidelines

For All aluminum Quaker Products Through Jamb

If this set of instructions doesn't match your installation method or wall conditions please check our website listed below for other options, or call the office.

Scan here for a digital version of these guidelines in English

Or go to: http://quakerwindows.com/installation-instructions-videos/

Scan here for a digital version of these guidelines in Spanish

Or go to: http://quakerwindows.com/installation-instructions-spanish/

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QUAKER COMMERCIAL WINDOWS AND DOORS

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Quaker reserves the right to change the information contained in these guidelines without notice.

05/23/2018 V. 1.1

J.3.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee

FOR MEETING DATE: July 15, 2020

SUBJECT: Canteen Food Services Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Canteen Services of Northern Michigan provides daily meals for the Wexford County jail inmates. The existing agreement with Canteen Services is effective September 1, 2017 through August 31, 2020. (See attached.)

Section V(A) of the agreement lists a rate schedule that decreases its per meal price as the daily meal count increases. The contract was negotiated to coincide with the opening of the new jail and an increased inmate population in Wexford County. The rate schedule's low end is a daily meal count from 102-117 ($3.07/meal) and tops out at 404 + ($1.59/meal).

One of the many results of COVID-19 is a significantly reduced jail inmate population. Sheriff Trent Taylor reported at the June 23, 2020 Human Resources/Public Safety Committee meeting that the jail population was 38; prior to the pandemic the population had been 110.

Canteen Services has submitted an addendum to the agreement (see attached), asking that Wexford County agree to a temporary price increase of $0.30 per meal until the daily meal count returns to an average of 74, at which time the meal price would revert to the contracted amount.

The budget for the line item 101-351-742.00 Kitchen Supplies is $250,000. January through May costs have been expensed to date, leaving an available balance of $176,978.66, just over 70%.

RECOMMENDATION:

The Finance Committee advises the full board approve the Canteen Services contract amendment.

ORIGINAL

FOOD SERVICES CONTRACT
FOR
WEXFORD COUNTY CORRECTIONAL FACILITY

This contract made and entered into this 30th day of June 2017, by and between the County of Wexford, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the Wexford County Sheriff's Department (hereinafter referred to as the "Sheriff"), and Canteen Services of Northern MI, Inc., a Michigan Corporation, whose business address is 2259 Traversefield Drive, Traverse City, MI 49686 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County and the Sheriff desire to obtain the services of an independent contractor to provide food services at the Wexford County Correctional Facility at 820 Carmel Street, Cadillac, MI 49601 (hereinafter referred to as the "Correctional Facility"); and

WHEREAS, the Contractor submitted a proposal to the County to provide the food services at the Correctional Facility which the County requires; and

WHEREAS, the County accepts the Contractor's proposal, subject to the terms and conditions of this contract.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

I. Statement of Work

The Contractor shall undertake, perform and complete the following services:

A. Kitchen Operations

The Contractor shall be responsible for the overall operations of the kitchen facilities within the Correctional Facility. Specifically, the Contractor shall be responsible for:

1. Menu development and supervision, including periodic review by a registered dietitian in accordance with the requirements of the Michigan Department of Corrections.

2. Maintain appropriate supervision.

3. Employment of appropriate staff.

4. Purchasing of food and supplies.

5. Cleanliness of kitchen and equipment.

6. Meeting requirements of the Michigan Department of Corrections, the Michigan Public Health Code.

B. Inmate Food Services

1. Prepare and serve three (3) meals per day for each day of the calendar year. Meals are to be available at times specified by the Sheriff, and are to meet all standards of the Michigan Department of Community Health.

2. Post and endeavor to adhere to a four (4) week menu. Necessary changes in the menu shall be in writing to the Jail Administrator.

3. Provided meals shall be appropriate for the specific time of day, and pass a periodic review by a registered dietitian, provided by the Contractor.

4. Prepare meals meeting special diets as required by the Jail Medical Section and communicated through the Jail Administrator.

5. Design a system to provide sack lunches for inmates assigned to work release, or other assignments.

6. Meet other special requests or conditions coordinated through the Jail Administrator.

C. Food Items under Governmental Commodities Federal Agreement
The Sheriff and County shall assist the Contractor with the maintenance of the Federal Agreement to receive food items under the Governmental Commodities.

D. Contractor's Proposal.
The Attachment A is incorporated by reference into this Contract and made a part hereof. In the event there is any conflict between the terms of this contract and the Attachment A, the terms of this Contract shall prevail.

II. Kitchen Equipment/Facilities

A. The Contractor shall be entitled to use all County-owned equipment in the Correctional facilities kitchen. The County shall provide appropriate utilities (excluding telephone) for the operation of these facilities.

B. The County shall be responsible for any repair of County-owned equipment, excepting in a case of obvious neglect or of willful misuse by the Contractor. In

the event repairs of County-owned equipment are required due to neglect or willful misuse by the Contractor, the Contractor shall repair and/or replace such equipment at the Contractor's own expense.

C. With advance approval of the Sheriff, the Contractor may utilize the kitchen facilities for other purposes.

D. The Contractor shall be responsible for any repair of Contractor-owned equipment, except in those cases of obvious neglect or willful misuse by the County.

E. The County shall provide all eating trays and utensils, including cups, bowls, coffee pots, etc., involved in the food service program.

F. The Contractor shall clean and sanitize all trays, utensils, cups, bowls, coffee pots, etc., and the kitchen area.

III. Security Restrictions

In as much as the correctional facility is a secure institution, the Contractor will be expected to adhere to the following:

A. Follow all security rules of the Correctional Facility.

B. Coordinate any changes in operation with the Corrections Shift Commander (sergeant) and/or Jail Administrator.

C. Submit names, dates of birth, and driver's license numbers of all employees who may work within the kitchen facility.

D. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Correctional Facility.

IV. Inmate Trustees

A. The Sheriff shall provide a minimum of one (1) inmate trustee, to assist in the kitchen operation within the Correctional Facility.

B. The inmate trustee shall assist the Contractor with all duties related to food preparation and kitchen clean up.

V. Compensation

Payment will be made monthly by the County upon receipt of the Contractor's billing statement for all meals served within the Correctional Facility.

A. The County agrees to pay the Contractor a sum at meal rate prices according to the following scale served at the Correctional Facility until August 31, 2020 for thirty-six months.

MEAL COUNT	Price
102-117	3.07
118-135	2.95
136-151	2.75
152-167	2.55
168-173	2.45
174-199	2.35
200-213	2.20
214-237	2.10
238-267	2.00
268-296	1.90
297-323	1.80
324-349	1.75
350-376	1.69
377-403	1.64
404 and Up	1.59

B. Payment under this Contract shall be made no more frequently than once monthly to the Contractor by the County upon receipt and approval by the Sheriff of the Contractor's billing statement for all meals served within the Correctional Facility since the issuance of the last billing statement.

C. Contractor's billings should be mailed to the County's Sheriff or to such other person(s) as the County may designate:

D. All bills received and approved by the Sheriff shall be processed and paid in accordance with the County's procedure for payment of Accounts Payable.

VI. Project Control and Reports

A. The Contractor shall carry out the services required by this contract under the review of the Sheriff and/or his designated representatives and the person(s) designated by the County's Board of Commissioners. The Jail Administrator shall have authority over the Correctional Facility's kitchen area.

B. Although there shall be continuous liaison with the Contractor's team, the Sheriff and the person(s) designated by the County's Board of Commissioners will meet as needed with the Contractor's Food Director for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

VII. Accounting Procedures

The Contractor's accounting procedures and internal financial control shall conform to generally accepted accounting practices in order that the costs allowed by this Contract can be readily ascertained and expenditures verified therefrom.

VIII. Maintenance of Records

The Contractor shall keep and maintain records covering the services rendered and expenditures made pursuant to this contract for not less than three (3) years after termination of this contract.

IX. Information and Reports

The Contractor shall prepare and submit to the County's Board of Commissioners and/or Sheriff such information and/or reports regarding the services being provided under this contract, which either may request. Such information or reports shall be submitted to the requesting party within ten (10) business days from the date of the Contractor's receipt of the request.

X. Access to Books, Documents, Papers, and Records

All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders, and contracts of the Contractor relating to the services to be performed by the Contractor under this Contract shall be open to inspection during the County's regular working hours by the County through its representatives. Refusal to allow the County's representatives access to and/or copies of said books, documents, papers and records shall constitute a material breach of this Contract and grounds for termination. In addition, the County, through its representatives, shall be entitled, at the County's option, to conduct audits of all books, documents, papers and records pertaining to the services required by this Contract.

XI. Applicable Law and Venue

This Contract shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for any legal or equitable action under this Contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event any action is brought under this Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

XII. Nondiscrimination

The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, a disability that is unrelated to the individual's ability to perform duties of a particular job or position, weight or marital status.

The Contractor shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended.

2. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394 and regulations promulgated thereunder.

4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 328 (42 USCA §12101 et. seq.), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Contract.

XIII. Compliance with the Law

The Contractor shall provide the services to be performed under this Contract in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

XIV. Independent Contractor

It is expressly understood and agreed that the Contractor is an independent contractor. The employees, agents and subcontractors of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants and agents of the County or the Sheriff. The Contractor's employees, agents and subcontractors 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 and/or sick leave or longevity. The Contractor shall be responsible for payment of all compensation due and owing its officers, employees, agents and subcontractors for services they have performed under this Contract 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. The Contractor shall carry worker's disability compensation insurance coverage for its employees, as required by law.

XV. Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, its elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceeding, court costs, and attorney feed resulting from any acts, omissions or negligence of the Contractor, its officers, employees, agents and subcontractors that may arise out of this Contract. The Contractor's responsibilities to the County as set forth in this section shall not be

mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this contract.

XVI. Liability Insurance

During the duration of this contract, the Contractor shall maintain the insurance coverage's outlined below. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall also be with insurance companies acceptable to the County, and who have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Worker's Disability Compensation Insurance including Employers' Liability Coverage, as required by law.

B. Commercial General Liability Insurance on an "occurrence basis" covering its activities under this contract with limits of liability of not less than $2,000,000.00 per occurrence and/or 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 Coverage; (3) Independent Contractors Coverage; and (4) Broad Form General Liability Endorsement or equivalent.

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage's, with limits of liability of not less than $500,000.00 per occurrence combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. The Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall include the following as "Additional Insured's": County of Wexford, all elected and appointed officials, employees and agents.

All insurance policies providing the insurance coverage's required 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 Courthouse 437 East Division Cadillac, MI 49601	and	Wexford County Sheriff 820 Carmel Street Cadillac, MI 49601

The Contractor shall provide to the County prior to commencing performance of services under this Contract and each year in which this Contract is in effect with certificates of insurance showing its possession of the insurance required.

XVII. Term of Contract and Termination

The Contractor shall commence performance of the services required by this Contract on September 1, 2017 and shall continue to perform such services and obligations through August 31, 2020, at which time this Contract will terminate unless extended by mutual written agreement of the authorized representatives of both the County and the Contractor.

Notwithstanding any other provisions in this Contract to the contrary, the County may terminate this Contract at any time, with cause, upon not less than thirty (30) days prior written notice to the Contractor. In the event this Contract is prematurely terminated as set forth herein, the Contractor shall be compensated for all services performed under this Contract up to the effective date of termination in accordance with Section V.

XVIII. Waivers

No failure or delay on the part of either of the parties to this Contract 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.

XIX. Modifications, Amendments or Waivers of Provisions of the Contract

Modifications, amendments or waivers of any provision of this Contract may be made only by the mutual written consent of the authorized representatives of both the County and the Contractor.

XX. Assignment

The Contractor shall not assign or otherwise transfer its duties and/or obligations under this Contract.

XXI. Disregarding Titles

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

XXII. Complete Contract

This Contract and Attachment A contain all the terms and conditions agreed upon by the parties hereto, and no other contracts or agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof, shall have any validity or bind any of the parties hereto.

XXIV. Invalid Provisions

If any clause or provision of this Contract is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of

the remainder of this Contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Contract, this Contract shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

XXV. Certification of Authority to Sign Contract

The persons signing on behalf of the County and the Contractor certify be their signatures that they are duly authorized to sign this Contract on behalf of the parties they represent and that this contract has been authorized by such party.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Contract on the day and year first above written.

WITNESSED BY:

Elaine Richardson 7/19/17
Date

Alaina M Lyman 7/25/17
Date

_____ _____
Date

COUNTY OF WEXFORD:

By: Leslie D. Housler
Leslie D. Housler, Chairperson
County Board of Commissioners

By: Elaine Richardson
Elaine Richardson
Wexford County Clerk

By:_____
Trent Taylor, County Sheriff

WITNESSED BY:

Jerry Hyanovsh 6/23/17
Date

CANTEEN SERVICES OF NORTHERN MICHIGAN, INC.

By:
Robert F. Oliverius
General Manager

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Contract on the day and year first above written.

WITNESSED BY:

_____ _____
Date

_____ _____
Date

_____ 6/26/17
Date

COUNTY OF WEXFORD:

By:_____
Leslie D. Housler, Chairperson
County Board of Commissioners

By:_____
Elaine Richardson
Wexford County Clerk

By:_____
Trent Taylor, County Sheriff

WITNESSED BY:

_____ 6/23/17
Date

CANTEEN SERVICES OF NORTHERN MICHIGAN, INC.

By:_____
Robert F. Oliverius
General Manager

Attachment A

RESPONSIBILITIES OF CONTRACTOR AND JAIL

	CONTRACTOR	JAIL
Food Costs	X	
Labor Costs	X	
Trustee Labor		X
Paper Goods	X	
Cleaning Supplies	X	
Uniforms	X	
Phone - Local	X	
Phone - Long Distance	X	
Expendable Replacements		X
Interest on Late Payments		X
Employee Insurance	X.	
General Liability	X	
Jail Facility Liability		X
Heavy Cleaning (Hoods, Ducts, Fans, "Filters")		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire System		X
Light Cleaning (Daily)	X	
Sack Lunch Program	X	
Recordkeeping	X	
Equipment Replacement		X
Starting Expendable Inventory		X

From:	Janet Koch
To:	Jami Bigger
Subject:	FW: Wexford County - Temporary Price Increase
Date:	Thursday, July 2, 2020 10:04:03 AM
Attachments:	image001.png

From: mstump@canteenservices.com <mstump@canteenservices.com>
Sent: Monday, June 29, 2020 10:11:19 AM
To: Mike Mcdaniel <mmcdaniel@wexfordcounty.org>
Subject: Wexford County - Temporary Price Increase

Good afternoon Lt. McDaniel,

I hope this finds you well, safe and healthy!

I wanted to follow-up on your recent discussion with Rich and Robin regarding the temporary price increase. As you are well aware, we are in challenging times and we are here to serve Wexford County during the COVID-19 crisis. We are working hard to provide the best inmate food services for all of our facility partners throughout Michigan and Indiana.

Canteen Services is acutely aware that out of precaution, that most all of our clients have significantly reduced their inmate population as a proactive measure to help stop the spread of COVID-19. With the reduction of the inmate population follows the reduction of inmate meals required to service your needs; however, the program Canteen Services has in place is based on meal quantities, hours of service, and labor requirements during 'normal times'. These reductions have a direct impact on our operating budget and our goal is to continue servicing your needs without disrupting the routine and stability within your facility.

Canteen Services is asking for your consideration for a temporary emergency meal price increase. I've attached Amendment I that provides some further details for your review. Canteen Services feels this request will be for a short period of time as most of the jail populations will return to their normal capacity.

Canteen Services wants to reassure you we are here, we are operational, and unwavering in our commitment to you and our loyal customers. We recognize this request for support comes during trying times.

Please don't hesitate to contact me if I can provide any further details.

Thanks again Lt. McDaniel and have a wonderful day!

Michael Stump
Vice President of Commissary &
Business Development
Tigg's Canteen Services
616.450.5495
mstump@canteenservices.com

CANTEEN SERVICES, INC.

FOOD SERVICES CONTRACT

AMENDMENT I

This Amendment I to the Food Services Contract effective September 1, 2017 between the County of Wexford a municipal corporation and political subdivision of the State of Michigan ('County'), acting on behalf of the Wexford County Sheriff's Department ('Sheriff'), and Canteen Services of Northern Michigan, Inc., of which contract was subsequently acquired by, Canteen Services, Inc. on June 21, 2019 ('Canteen') shall be **effective June 28, 2020.** The parties do hereby mutually approve and agree to the following:

TEMPORARY EMERGENCY MEAL PRICE INCREASE

Due to the COVID-19 pandemic and the significant reduction of inmate population, within the Wexford County Jail, caused by this unprecedented situation; Canteen finds it necessary to implement a Temporary Price Increase in order to maintain the level of food service provided to Wexford County. Effective June 28, 2020 an additional $0.30 per meal will be added to the current contracted meal price. Wexford County Jail had been averaging 92 meals per meal service (Breakfast, Lunch, and Dinner); once the meal count returns to an average of 74 the meal price will revert back to the current contracted price. While in effect Canteen will review this situation with County/Sheriff every 30 days.

All terms and conditions of the Agreement not amended by this Amendment I remain the same.

CANTEEN SERVICES, INC.	WEXFORD COUNTY
Authorized Signature Date	Authorized Signature Date
President	
Title	Title
Jeffrey J. Tiggleman	
Printed Name	Printed Name

J.4.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, County Administrator

FOR MEETING DATE: July 15, 2020

SUBJECT: Procedure for Grant Applications

SUMMARY OF ITEM TO BE PRESENTED:

The COVID-19 pandemic has created unusual circumstances with tracing numerous Executive Orders and protecting the health of our employees and community alike.

Another unusual situation is extremely tight time frames to apply for some grants and other financial assistance. The need to coordinate applications is imperative so that we do not unknowingly duplicate reimbursement requests, which could easily disqualify the County from receiving needed financial assistance.

A requirement that all grant applications be submitted to the Administration Office for review and then forwarded to the Board of Commissioners for approval (or subsequent ratification if the application time frame does not permit pre-approval by the Board) is being requested.

RECOMMENDATION

The Administrator would like a motion from the Board of Commissioners supporting this request.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee

FOR MEETING DATE: July 15, 2020

SUBJECT: Ratification of First Responder Hazard Pay Premium Program

SUMMARY OF ITEM TO BE PRESENTED:

Janet Koch, County Administrator, communicated information to the Finance Committee on July 9 regarding the First Responder Hazard Pay Premium Program (FRHPPP). The program is funded under the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and is administered by the State of Michigan.

This first-come, first-serve program reimburses/pays up to $1,000 in hazard payments to a number of employee types, including the following County personnel: law enforcement, corrections, and dispatchers.

Details for the application were made available via Michigan's Department of Treasury website on Wednesday, July 8. As the competition for this reimbursement/payment funding will be fierce, we submitted an application for all eligible County employees on Thursday, July 9.

RECOMMENDATION

The Finance Committee recommends the full board ratify the FRHPPP application.

7/15/2020

J.6.

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				

K.

Administrator's Report to the Board of Commissioners **For the meeting of July 15, 2020**

Completed Projects/Tasks

FOIA Requests: The Administration Office received nine new Freedom of Information requests between June 27 and July 10. (It felt like a lot more than that, but three came in one day, which skewed our perceptions.)

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

Current Projects/Tasks

2019 Audit: The audit was completed and submitted to the appropriate places a full day ahead of the June 30 deadline. Steve Peacock from Rehmann will appear in front of the Board at the August 19 meeting to present the audit.

First Responder Hazard Pay Premiums Program: Eligible employees for this first-come, first-serve program include law enforcement, corrections, and dispatchers. (Other eligible employees include firefighters, EMTs and paramedics.) The program is funded under the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. Details for the application were made available through Michigan's Department of Treasury on Wednesday, July 8. As the competition for this reimbursement/payment funding will be fierce, we submitted an application for all eligible County employees on Thursday, July 9.

Public Safety and Public Health Payroll Reimbursement Program: The application deadline for this program is July 17. This is not a first-come, first-serve program, but there is a set amount of funding available. It is expected that awards will be prorated. At this point there is much uncertainty about eligible expenses; we are hoping for clarification on Monday, July 13 regarding this CARES Act-funded program. What information we have about eligible expenses will be brought to the July 15 meeting.

Other COVID-19 Funding Possibilities: The Sheriff's Office is working on an application for Coronavirus Emergency Supplemental Funding (CESF), which is funded through the U.S. Department of Justice. Also, Travis Baker, our Emergency Manager, is still compiling information for reimbursement costs eligible through FEMA.

Window Replacement Project: The Finance Committee is recommending that the Board accept a bid from City Glass. If the Board approves the bid, we should have new windows in the Historic Courthouse before the snow flies.

Additional Notes/Meetings

Cadillac Lofts: Adam Kerr, Maintenance Director, and I were given a quick tour of the building by Dean DeKryger of DK Design. Though we were there primarily to look at the windows, Dean took the time to show us a few of the very nice residential units. FYI: the view of Mitchell Street from top floor's northwest unit is fantastic!

Respectfully submitted,
Janet Koch, County Administrator

L.
Received by Wexford County
JUL 02 2020
Administration Office

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC & GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20702

- Consumers Energy Company requests Michigan Public Service Commission's approval for authority to reconcile its 2019 Energy Waste Reduction plan costs associated with the plan approved in Case No. U-18261.

- The information below describes how a person may participate in this case.

- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.

- A pre-hearing will be held:

DATE/TIME: **Wednesday, July 1, 2020 at 10:30 AM**

BEFORE: **Administrative Law Judge Kandra Robbins**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) June 1, 2020 application requesting approval to: 1) reconcile its 2019 Energy Waste Reduction (EWR) plan costs; 2) approve the collection of a financial performance incentive payment for both the natural gas and electric EWR plan; 3) approve the conversion of 63,715 EWR Credits into Renewable Energy Credits in 2019 for use in meeting Consumers Energy's renewable energy requirements under Act 295; and 4) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 24, 2020. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.]

2006-C