



Wexford County

**BOARD OF COMMISSIONERS**

*Gary Taylor, Chair*

**NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, September 2, 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
  - 1. Robert Kulpa, Friend of the Court – 10 years ..... 1
- 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 August 19, 2020, Regular Meeting Minutes ..... 2
  - 2. Appointment to the Veterans Services Committee (HR/PS 8/25/20) ..... 8
- J. AGENDA ITEMS
  - 1. Resolution 20-20 Supporting Secondary Road Patrol Grant App. (Fin. 8/26/20) ..... 9
  - 2. Canteen Services Inc. Agreement (Finance 8/26/20)..... 20
  - 3. Flu Immunizations (HR/PS 8/25/20) ..... 30
  - 4. Veterans Serving Veterans Request for Octagon Building Funds (Finance 8/26/20).. 31
  - 5. CDBG Grant – Letter of Interest Response (Finance 8/26/20) ..... 33
  - 6. Plexi-glass Partitions for Commissioner’s Desk (Rec & Bldg 8/25/20) ..... 38

K. ADMINISTRATOR’S REPORT ..... 39  
L. CORRESPONDENCE  
M. PUBLIC COMMENTS  
N. LIAISON REPORTS  
O. BOARD COMMENTS  
P. CHAIR COMMENTS  
Q. ADJOURN

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** HR/Public Safety Committee  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** Employee Recognition Certificate

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 employee should be recognized at a Board of Commissioners meeting for their service as follows:

<b>EMPLOYEE NAME</b>	<b>DEPARTMENT</b>	<b>YEARS OF SERVICE</b>
<b>Robert Kulpa</b>	Friend of the Court	10 Years

Robert Kulpa began employment with Wexford County Friend of the Court on September 7, 2010 as Custody Investigator/Mediator and continues to work in this position.

RECOMMENDATION:  
Presentation of the Certificate of Appreciation to Mr. Kulpa at the BOC meeting.

**WEXFORD COUNTY BOARD OF COMMISSIONERS**  
Regular Meeting \*Wednesday, August 19, 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. Julie Theobald appeared via telephone.

Absent- *None*.

Pledge of Allegiance.

**Additions/Deletions to the Agenda-** *None*.

**Approval of the Agenda**

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

**All in favor.**

**Employee Recognition-** *None*.

**Presentation and Reports-**

Vicki Sawicki, Coordinator for North Country Cooperative Invasive Species Management Area, presented the Board with her annual report. She highlighted that their organization collaborated with the Road Commission on the roadside control of Japanese knotweed. They then planted 250 native shrubs as a restoration planting for the control site.

She also highlighted that they did a garlic mustard seed pull with 41 Mesick Middle School 6<sup>th</sup> graders, who seemed to enjoy it.

In 2019, her office was equipped with a crew of 8 people. They were able to do a lot of “on the ground work.” In 2020, their funding was froze in April, due to the coronavirus. She was just able to return to work in August, after a temporary layoff.

Ms. Sawicki wanted to make everyone aware that right now there is funding available for land owners, and the State of Michigan will cover 50% of their services that a resident may need. The remaining 50% would then be the responsibility of the land owner.

One Commissioner commented that they are seeing a lot of residents come forward about the Japanese knotweed at the Lake Mitchell Improvement Board. He questioned if she had worked with Mike Solomon, Drain Commssioner, regarding this.

Ms. Sawicki explained that a few years ago the property was surveyed, but that she would be contacting Mr. Solomon to work on that further.

**Public Comment-**

Lorie Sorensen, Register of Deeds, addressed the Board regarding the CESF Grants. A large amount of the money is for removing the benches in the Circuit Courtroom and the Commissioner Room. She thought the rooms were beautiful and explained that they were planned for a very long time. If it weren't for Wendy Moore the Commissioner Room wouldn't be what it is. She asked that the Board press pause for just a moment on the idea.

**Consent Agenda**

1. Approval of the August 5, 2020, Regular Meeting Minutes

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

**All in favor.**

**Agenda Items**

1. Wexford County's 2019 Financial Audit

Stephen Peacock, CPA with Rehmann, thanked the Board for having him during these difficult times. A lot of different things happened with this years audit because of COVID-19. Their staff worked remotely and he thanked the Treasurer, Clerk, and Administrator for tending to their questions very attentively.

Mr. Peacock highlighted several pages of the audit, but focused mainly that the County received a unmodified, clean opinion, as well as a gold standard.

He also highlighted that the County's largest liability is the pension. One Commissioner questioned where other Counties were at with their funding of the pension, and they averaged slightly higher than Wexford.

Mr. Peacock did note that there were a few internal control findings that were pointed out. One being a series of checks that were out of sequence. When reviewed they realized the checks were posted in the incorrect period and just issued out of sequence.

The second finding was a secondary review of the credit card bills. The final was a formal reconciliation for the credit card accounts. All of which were not issues, just notes.

Overall the audit was very clean and Wexford County is deemed a low-risk auditee.

**MOTION by Comm Musta, seconded by Comm Potter to accept Wexford County's December 31, 2019, Financial Statements and Independent Audit.**

**Roll call: Motion passed unanimously.**

2. Ratification of the CESF Program Grants, Courts, Prosecutor, Sheriff  
**MOTION by Comm Nichols seconded by Comm Potter to confirm the submission of the Coronavirus Emergency Supplemental Funding Grants for the Sheriff's Office, the Prosecutor's Office, and the Courts.**

**Roll Call: Motion passed 9-0.**

3. Fee for Replacement Death Certificates  
**MOTION by Comm Bush, seconded by Comm Musta to approve the Clerk's Office implement a \$5.00 fee for the replacement of corrected death certificates.**

**Roll Call: Motion passed unanimously.**

4. Bid Award-Bulk Paper Purchase  
**MOTION by Comm Potter, seconded by Comm Nichols to award the bid to Lindenmeyr Munroe in the amount of \$7,806.50 for the purchase of bulk paper.**

**Roll Call: Motion passed 9-0.**

5. Budget Amendment

8/19/2020

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

Adj #	Acct	Acct Description	Revenue	Expense
20200801	295.000.800.00	Contracted Services		\$11,042
	295.682.930.06	New Freedom		(\$7,407)
	295.682.727.00	Office Supplies		(\$738)
	295.682.800.00	Contracted Services		(\$2,897)
20200802		Appropriated Fund		
	245.000.699.00	Balance	86,303	
	245.905.970.28	Vehicles - Sheriff		86,303
		Correct accounting error in 2019 for 2020 budget		
20200803	249.000.699.00	Appropriated Fund Balance	(\$15,831)	
	260.000.695.00	Transfer In	(\$40,664)	

	Appropriated Fund	
<b>101.101.699.00</b>	Balance	\$ 20,696
<b>249.000.720.00</b>	Retirement	(\$15,831)
<b>260.363.720.00</b>	Retirement	(\$40,664)
<b>101.965.999.19</b>	Transfer Out-Comm. Corr.	(\$40,664)
		\$
<b>101.290.720.00</b>	Retirement	61,360
	MERS Retirement Carve Outs	

**MOTION by Comm Bengelink, seconded by Comm Potter to approve the budget amendment dated 8/19/2020.**

**Roll Call: Motion passed unanimously.**

**Administrator’s Report-**

Administrator Koch thanked the Board for the CESF grant. She further explained that the MIDC grant was approved as presented. The Sheriff’s Office has been notified that the Corrections Officer position would be covered.

One Commissioner asked if had a comment on the benches that were discussed during public comment. It was further asked if the County was in the process of bidding that project out.

Administrator Koch explained that Circuit Court will be beginning trials on September 15<sup>th</sup>. Cadillac Janitorial will begin removing those benches soon, but funding is unknown until we receive it. She suggested making a motion to send it out for RFPs contingent on the funding available.

**MOTION by Comm Bengelink, seconded by Comm Potter to send out an RFP based on the project, as Administrator Koch knows it, based on the funds that are available.**

One Commissioner pointed out that if they are being stored at the jail and can return, what is to question.

Another Commissioner wanted to see some plexiglass being installed at the Commissioner’s desks with this grant funding because the general public is sitting at the Commissioner’s desks during jury selection.

Several Commissioner’s voiced concern with the general public sitting at their desks.

Clerk Nyman explained that the room is too small for those desks to not be utilized during jury selection. The public sits in those seats when the pews fill up. During that time, she is in the room with the public.

She further explained that jury selection will look completely different than it did before. The process needs to be changed in order for the State Court Administrator's Office to approve the County holding jury trials. She also explained that there are several cases waiting to go to trial, and the caseload is at a standstill.

**Roll call: Motion passed 8-1 with Comm Hurlburt voting against the motion.**

**Correspondence**- *None.*

**Public Comments**-*None.*

**Liaison Reports**-

Comm Potter attended the Clam Lake DDA. They are still going but are one project behind.

Comm Townsend attended the library meeting where they discussed the budget quite a bit. Their MERS dropped 10%, so he was happy to see the County only drop 2%. He also attended that Airport Authority, and it was the best meeting he's ever attended.

**Board Comments**

Comm Nichols thanked all that were involved in the audit. She also wished Comm Bengelink a happy birthday.

Comm Potter was glad to see the Airport turn around. He thanked the Clerk, Treasurer, and Administrator for their work on the audit.

Comm Hurlburt gave kudos to those involved in the audit.

Comm Musta expressed gratitude for the work on the audit and the Invasive Species presentation.

Comm Bengelink reiterated the kudos for the audit. He also read a quote from Teddy Roosevelt.

Comm Bush also shared his gratitude for the audit.

Comm Theobald reminded everyone of the "Unfair Fair" at the Civic Center. She is also very excited about the progress made on the Octagon Building. She thanked Janet for helping her get some seeds she received from China to Vicki Sawicki.

**Chairman's Comments**

Comm Taylor also said great job on the audit and thanked everyone for coming.

**Adjourn**

**MOTION by Comm Bush, seconded by Comm Nichols to adjourn at 4:56 p.m.**

**All in favor.**

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Gary Taylor, Chairperson

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Alaina Nyman, County Clerk

DRAFT

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** HR/Public Safety Committee  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** Appointment to the Veterans Services Committee

SUMMARY OF ITEM TO BE PRESENTED:

With the recent notice of resignation of Ms. Susan Marcum from the Veterans Services Committee, a position will be available on the committee after she leaves.

One application was received for the open position and has been sent to committee members for consideration.

RECOMMENDATION:

The HR/Public Safety Committee recommends the Board appoint Rhonda Jakubik-Workman to the Veterans Services Committee effective at the November 2020 meeting with a term expiring December 31, 2023.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** Resolution 20-20 Supporting Wexford County Secondary Road Patrol and Traffic Accident Prevention Program Grant Application

SUMMARY OF ITEM TO BE PRESENTED:

The annual grant application for Secondary Road Patrol is attached for consideration. This grant will cover 1 secondary road patrol position. The grant covers salary/wage, fringe benefits, mileage reimbursement and operating expenses for a total state allocation of \$32,190. The allocation has decreased from last year's grant by \$14,995.

RECOMMENDATION:

Approve Resolution 20-20 Supporting Wexford County Secondary Road Patrol and Traffic Accident Prevention Program Grant Application.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the second day of September 2020 at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**RESOLUTION NO. 20-20  
SUPPORTING WEXFORD COUNTY SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT  
PREVENTION PROGRAM GRANT APPLICATION**

**BE IT RESOLVED**, that the Wexford County Board of Commissioners supports the Secondary Road Patrol and Traffic Accident Prevention Program Application for the period October 1, 2020 to September 30, 2021 in the amount of \$32,190 on this date of September 2, 2020.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

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

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

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
Gary Taylor, Chairman, Wexford County Board of Commissioners

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 20-20 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on September 2, 2020, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

**SECTION C: SECONDARY ROAD PATROL AND  
 TRAFFIC ACCIDENT PREVENTION PROGRAM APPLICATION**

**I. Application and Contract Signature Page**

This application is made under P.A. 416, as amended, in the amount and for the purpose set forth. On the basis of the information provided in this application and detailed budget submitted by the county, an award will be made to the county in the amount and for the period stated, and is subject to the Contract Conditions and Requirements. This agreement becomes effective as of the date county representatives are notified by OHSP.

We certify that the information contained in this application including, but not limited to, the Methods and Procedures and Budget Detail, is accurate to the best of our knowledge. We agree to comply with P.A. 416, the Contract Conditions and Requirements, Generally Accepted Accounting Principles, and OHSP policies with the understanding that failure to do so is cause for termination of the grant.

**A. REQUESTOR INFORMATION**

1. Applicant County Wexford County Sheriff's Office	2. Federal Employer ID Number 38-6007337
3. Fiscal October 1, 2020, to September 30, 2021	

**B. CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS**

4. Name Gary Taylor	5. Telephone Number 231-779-9453	
6. Street Address 437 E Division St	7. City Cadillac	8. ZIP Code 49601
9. State Agency with which County EEO is on file:		
10. Signature of Chairperson		11. Date

**C. SHERIFF**

12. Name Trent J Taylor	13. Telephone Number 231-779-9216	14. Email Address ttaylor@wexfordcounty.org
15. Street Address 1015 Lincoln St	16. City Cadillac	17. ZIP Code 49601
18. Signature of Sheriff 		19. Date 8-20-2020

**D. FINANCIAL OFFICER**

20. Name Kristi Nottingham	21. Telephone Number 231-779-9476	
22. Street Address 437 E Division St	23. City Cadillac	24. ZIP Code 49601
25. Signature of Financial Officer		26. Date

**E. PRIMARY CONTACT PERSON FOR SRP PROGRAM**

27. Name and Title Lieutenant Richard Denison	28. Telephone Number 231-779-9216	
29. E-mail Address rdenison@wexfordcounty.org	30. Fax Number 231-779-0218	

Only original signatures will be accepted

**FOR OHSP USE ONLY**

Date Application Received	Contract Number	<b>11</b>
AUTHORITY: MCL 28.31, MCL 51.76, MCL 51.77, as amended	COMPLIANCE: Voluntary; however, failure to complete will result in a denial of funding	

## II. Maintenance of Effort Base Data

### County-Funded Deputies

<p>Report the number of county-funded, full-time certified deputies employed by, or budgeted for, the sheriff's department as of the dates indicated below. The source of funding for the deputies (i.e., other grants, local contractual arrangements, etc.) is not a deciding factor in determining whether the county meets the maintenance of effort requirement. <b>Do not include P.A. 416-Funded Road Patrol Deputies.</b></p>			
County-Funded, Full-Time Certified Deputies	1) As of 9/30/78	2) Current	3) Budgeted for Upcoming Fiscal Year (October 1 – September 30)
Total Number	9	25	25
Number Whose Primary Duty is Road Patrol	9	16	25

### III. Methods and Procedures

**INSTRUCTIONS:** Indicate how your department will utilize the funds allocated by selecting each box that describes an activity engaged in by your county's SRP Deputies. If "other" is selected, provide a description of the activity. All activities must be allowable under the provisions of P.A. 416 and must be consistent with the submitted budget.

Patrol and monitor traffic violations on secondary roads.

Investigate crashes involving motor vehicles on secondary roads.

Provide emergency assistance to persons on secondary roads.

Enforce violations of criminal laws which are observed by or brought to the attention of the sheriff's department while patrolling secondary roads.

Enforce laws in state parks and county parks within the county.

Provide a vehicle inspection program.

Provide traffic safety information and education programs.

Other (please describe)

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Additional Information: |

#### IV. Resolutions, Contracts, and Law Enforcement Plan

- A. List each city or village which has requested, by resolution, that the sheriff's department provides services within its boundaries. If none, note N/A.

**Note: Include a copy of each resolution. If any new resolutions are adopted during the fiscal year, immediately forward a copy to OHSP.**

N/A

- B. List each township, city, or village that contracts with the sheriff's department to provide law enforcement services. If none, note N/A.

**Note: Include a copy of each contract. If any new contracts are acquired during the fiscal year, immediately forward a copy to OHSP.**

N/A

- C. Include a copy of your most current Law Enforcement Plan with MSP for the unincorporated areas of the county.

**Note: Law Enforcement Plans shall be updated at least every four years, following a sheriff's election.**



### VI. Budget Detail

**INSTRUCTIONS:** The budget must be completed in detail and shall only cover the period for which this application is made.

**Note:** Round to whole dollar amounts (except in rates and calculations).

#### A. PERSONNEL

<b>SALARIES AND WAGES</b>			
POSITION TITLE	SALARY RATE	% OF TIME ON P.A. 416 ACTIVITIES	COST
SRP Deputy	24.92	100	51834
Holiday Pay			2392
Sick Pay			1196
			\$
			\$
OVERTIME			\$200
LONGEVITY	\$30.00 x years of service		\$420
<b>SUBTOTAL</b>			<b>\$56042</b>

<b>FRINGE BENEFITS</b>		
FICA	PERCENT 7.65	\$4287
RETIREMENT	PERCENT 1290 x 12 months	\$15480
HOSPITALIZATION	AVG/EMPLOYEE/MONTH \$1408.75 x 12	\$16905
WORKERS COMPENSATION	RATE/\$100 IN WAGES \$3.35	\$1878
OTHER INSURANCE (please identify) Sick and Accident	40 hrs wage x 70% x .0735 x 12	\$615
		\$
		\$
		\$
		\$
<b>SUBTOTAL</b>		<b>\$</b>
<b>TOTAL PERSONNEL</b>		<b>\$95207</b>



**C. EQUIPMENT**

Must include detailed description of equipment to be purchased

DESCRIPTION	QUANTITY	PURCHASE PRICE	COST
			\$
			\$
			\$
TOTAL EQUIPMENT			\$

**D. OPERATING EXPENSES**

DESCRIPTION OF EXPENSE	RATE	COST
PRINTING/SUPPLIES		\$
CLEANING/CLOTHING ALLOWANCE		\$500
TRAINING		\$
RADIO MAINTENANCE CONTRACTS		\$
MISCELLANEOUS (describe)		\$
TOTAL OPERATING EXPENSES		\$

TOTAL DIRECT COSTS (Personnel, Automotive, Equipment, and Operating)	\$500
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**E. INDIRECT COSTS**

NOT TO EXCEED 5% OF TOTAL DIRECT COSTS	\$
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TOTAL PROJECT COSTS (Direct + Indirect)	\$103207
STATE ALLOCATION	\$32190

## F. BUDGET NARRATIVE

**INSTRUCTIONS: Provide a narrative justifying and detailing the basis for determining the cost of the items included in each budget category. INCLUDE CALCULATIONS THAT AREN'T APPARENT ON PREVIOUS PAGES. Additional pages may be attached as needed.**

This budget is for the expense to operate One full time SRP Deputy and one patrol unit performing full time SRP duties for and estimated 15000 miles. The mileage rate is .50 (Fifty cents) per mile. Any additional costs will be paid for by the county.

Equipment:

There are no equipment purchases in this years budget

Operating Cost:

This budget consists of \$500.00 for uniform cleaning

Indirect Costs:

The are no charges for indirect cost to the SRP Grant

Name and Title of Person Completing the Budget Lt. Richard Denison	231-779-9216
Email Address rdenison@wexfordcounty.org	

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** Canteen Services, Inc. Food Service Agreement

**SUMMARY OF ITEM TO BE PRESENTED:**

The current agreement with Wexford County Sheriff's Office and Canteen Services, Inc. will expire at the end of this month. A new 3-year agreement is attached for consideration. The cost per meal served is based on the number of inmates served. Page 7 outlines the cost per meal. Canteen has agreed to continue to provide services between August 31 and the Board's approval of the new contract.

**RECOMMENDATION:**

The Finance Committee recommends the Board approve the agreement.



CANTEEN SERVICES, INC.  
FOOD SERVICE AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_, 2020, by and between **the County of Wexford**, a municipal corporation and political subdivision of the State of Michigan, acting on behalf of the **Wexford County Sheriff's Office**, with offices located at **1015 Lincoln Street, Cadillac, Michigan 49601** (hereinafter referred to as "Client"), and **Canteen Services, Inc.** a Michigan corporation with principal offices at 353 South Michigan Avenue, Coldwater, Michigan 49036 (hereinafter referred to as "Canteen").

WITNESSETH:

WHEREAS, Client desires to avail itself of Canteen's food service; and,

WHEREAS, Canteen desires to perform such services for Client,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO CANTEEN

Client grants unto Canteen, as an independent contractor, the exclusive right to operate a food service at the following described premises:

Wexford County Jail  
1015 Lincoln St.  
Cadillac, MI 49601

(such location hereinafter referred to as the "Premises"), and the exclusive right to prepare and provide meals for jail inmates, employees, guests, and other persons as shall be approved by the Client (said manual food service hereinafter referred to as "Services").

SECTION 2. CANTEEN'S RESPONSIBILITIES

- A. Pursuant to the provisions of this Agreement, Canteen will operate and manage its Services to provide nutritious meals and maintain high standards of quality, sanitation, and cleanliness.
- B. Canteen agrees to pay all federal, state, and local taxes which may be assessed against Canteen's equipment or merchandise while in or upon the Premises, as well as all federal, state, and local taxes assessed in connection with the operation of its Services upon the Premises. Canteen also agrees to comply with all federal, state, and local laws and regulations governing the preparation, handling, storage preparations and serving of foods, and to procure and keep in effect all the

necessary licenses, permits, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law. All costs in connection with such taxes (excluding said Client's real estate and personal property taxes referred to in Section 3), licenses, permits, and food handler's cards, shall be paid by Canteen. Canteen agrees to comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.

- C. Canteen shall hire all employees necessary for the performance of this Agreement. If possible, employees will be hired from the Wexford County area. Upon being hired, such employees shall be subject to such health examination as proper city, state, or federal authorities may require in connection with their employment. All persons employed by Canteen will be the employees of Canteen, and not of the Client, and will be covered by a fidelity bond. Canteen agrees that no employees of the Client will be hired by Canteen without permission of the Client for a period of six (6) months after the termination of their employment with Client. Canteen, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, height, weight, handicap, or marital status in violation of federal, state, or local law, unless such requirement is necessary for security reasons.
- D. Background checks are performed on all prospective Canteen personnel and Client approves all new hires before they are offered a position. The Client reserves the right to reject employees placed on the premises by Canteen.
- E. Canteen shall perform all necessary spot mopping of the floors in the storage and food service preparation areas. Canteen agrees to maintain conditions of sanitation and cleanliness. Canteen further agrees that Canteen's facilities and services, as well as the food prepared by Canteen, shall at all times be subject to inspection by an authorized, capable person or persons designated by the Client. See attached Exhibit B for detailed cleaning responsibilities. Client shall furnish adequate inmate kitchen workers to assist with food preparation, baking, cooking, and necessary clean-up of the facilities.
- F. All records shall be kept on file by Canteen for a period of three (3) years from the date the record is made, and Canteen shall, upon reasonable notice, give the Client or his authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Canteen's business records which are directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client, and such inspection, examination, and audit shall be conducted at the Canteen location where said records are normally maintained.
- G. Canteen agrees that Canteen's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

### SECTION 3. CLIENT'S RESPONSIBILITIES

- A. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space, as mutually agreed between Client and Canteen, necessary to the efficient operation,

transporting, and control of Canteen's Services. The Client will maintain, repair, and replace said equipment and facilities at its own expense, and the Client shall keep such equipment and facilities maintained in a safe operating condition such that no Canteen employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty and the specific duty clauses thereof, or any other similar federal, state, or local law or regulation; provided, however, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate, Canteen shall have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so, within agreed upon terms, in a reasonable time after written notice of said equipment deficiency. Client shall permit Canteen to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Canteen agrees that all equipment and items of equipment now or hereafter furnished by the Client to Canteen are the sole property of the Client, and Canteen agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the Client.

- B. The Client will be responsible for all daily spot mopping of the floors in the dining area, all necessary cleaning of walls, windows, and electric light fixtures, and all necessary scrubbing, stripping, and polishing of floors in the storage, food service preparation area, and the dining room areas, as well as any areas adjacent to stands or carts used for Canteen's Services, at no cost to Canteen. See attached Exhibit B for detailed cleaning responsibilities.
- C. Client agrees that no employees of Canteen will be hired by Client without permission of Canteen for a period of six (6) months after the termination of their employment with Canteen. Client shall not impose any regulation on Canteen's employees not imposed on Client's employees.
- D. Background checks are performed on all prospective Canteen personnel and Client approves all new hires before they are offered a position. The Client reserves the right to reject employees placed on the premises by Canteen.
- E. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located on the Premises.
- F. Client also agrees to provide all expendable and small-wares, and replacements as needed, provide telephone and office equipment and service to Canteen including high speed internet access.

#### SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A which is attached hereto, incorporated herein, and made a part hereof as if fully set forth in the Agreement.

#### SECTION 5. INDEMNIFICATION: INSURANCE

- A. Canteen shall indemnify Client and the Sheriff of Wexford County, their employees, agents, elected officials, and appointed officials, against any and all claims, suits, losses, expenses, costs,

damages, including actual attorney's fees incurred by Client, Sheriff, and/or Wexford County caused, in whole or in part, by Canteen's actions or failure to act, or caused by the negligent acts or omissions of Canteen's agents or employees and/or caused by or arising out of the presence of Canteen's employees or agents on the Premises of Wexford County or arising out of the consumption or use of the products and food products sold by Canteen; provided however, nothing contained herein shall require Canteen to defend or indemnify the Client, Sheriff, and/or Wexford County for losses, damages, injuries, or death arising out of the sole negligence of Wexford County, their agents or employees.

- B. Client shall promptly notify Canteen in writing of any claims or lawsuits against Client within ten (10) days after the day Client first receives actual notice of such claim or lawsuit. Client will provide Canteen with a copy of a summons and complaint in the event a lawsuit is filed.
- C. In order to secure Canteen's obligation to hold harmless and indemnify the Client, Canteen shall procure and maintain the following insurance:
  - 1. Worker's Compensation Insurance as prescribed by the laws of the State of Michigan.
  - 2. Comprehensive General and Automobile Liability Insurance, with combined single limits of \$1,000,000 for any one occurrence in which bodily injury or property damage is alleged. Also, excess liability umbrella form in the amount \$10,000,000.

Canteen shall furnish Client with a Certificate of Insurance evidencing such coverage naming Client as additional insured. The cost of the above insurance will be paid by Canteen.

#### SECTION 6. COMMENCEMENT AND TERMINATION

This agreement shall become effective as of the **31<sup>st</sup> day of August, 2020**, and shall remain in force for three (3) years, thereafter; extending for up to two (2) additional one (1) year periods, upon mutual agreement. Either party may terminate this Agreement by giving ninety (90) days' written notice to the other party. The Client may terminate this Agreement for nonperformance by Canteen immediately without 90 days' notice.

Upon the termination or expiration of this Agreement, Canteen shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Canteen, where applicable, and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Canteen, excepting ordinary wear and tear and fire and other casualty loss.

The termination of this Agreement shall not affect the rights, privileges, liabilities, and/or responsibilities of the parties as they exist as of the effective date of termination and the parties shall cooperate fully with each other during the term of the contract and subsequent to the termination in order to ascertain and satisfy the liabilities of either party to the other. The indemnities in this Agreement shall survive the termination.

#### SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor

relationship be established and is hereby established under the terms and conditions of this Agreement; that employees of Canteen are not nor shall they be deemed to be employees of Client; and, that employees of Client are not nor shall they be deemed to be employees of Canteen.

#### SECTION 8. LOCKDOWN AND INSPECTION

- A. In the case of lockdown or other related acts, Canteen shall serve a special menu that would be kept on site for this type of emergency. If lockdown or emergency lasts more than three days the administrator and Canteen will determine what course of action needs to be taken.
- B. The Client shall have the right to inspect or search all employees and agents of Canteen, their property and belongings while upon the Premises, without prior warning at any time. The Client shall have the right to refuse access of any person to the secured areas of the facility.

#### SECTION 9. CONFIDENTIALITY

All operating, and personnel information, including but not limited to, standard operating procedures, recipes, and computer software programs related to, and/or utilized in, Canteen's business operations and which may be housed (filed or stored) within the Client's facility are and shall remain confidential; excepting they are limited and subject to compliance with applicable public records laws.

#### SECTION 10. MATERIAL CHANGE

The operational and financial arrangements in this Agreement are based upon conditions existing as of the effective date. In the event of significant and/or adverse change in conditions due to causes beyond Canteen's control, including but not limited to; a change in the scope of services required; menu changes; a decrease/increase in Client's inmate population; the availability of inmate kitchen labor; substantial increases in food, fuel, and cost of supplies; Federal, State, local, and/or other taxes, requirements, regulations; or other unforeseen conditions, Canteen shall give Client written notice of request to renegotiate and/or modify the terms of this Agreement.

#### SECTION 11. ASSIGNMENT

Neither Canteen nor Client may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

#### SECTION 12. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Canteen's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Canteen and Client.

SECTION 13. NOTICES

All notices to Client shall be addressed to it at:

Wexford County Sheriff's Office  
1015 Lincoln St.  
Cadillac, MI 49601

All notices to Canteen shall be addressed to it at:

Canteen Services, Inc.  
353 S. Michigan Ave.  
P. O. Box 160  
Coldwater, MI 49036

SECTION 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the day and year first above written.

**CANTEEN SERVICES, INC.**

**WEXFORD COUNTY** on behalf of the  
**WEXFORD COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Jeffrey Tiggelman

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Printed Name

**EXHIBIT A**

I. PRICING

Canteen agrees to operate its food service for the WEXFORD COUNTY SHERIFF'S OFFICE under the following terms:

- A. Canteen will provide the facilities with Inmate Food Service at a set price per meal. All inmate, jail staff, and visitors' meals shall be charged the same price. The cost per meal will be determined on a per meal serving basis (Breakfast, Lunch, Dinner) according to the following schedule:

<u>Inmate and/or Sack Meals</u>	<u>Price</u>
34 – 55	\$3.21
56 – 75	\$2.46
76 – 95	\$2.08
96 – 115	\$1.83
116 and above	\$1.70
Kosher / Halal Meals	\$6.50
Medical Snacks	\$1.25

Based on four (4) week rotating menus' including one (1) cold and two (2) hot meals per day with a minimum average of 2800 calories. Canteen reserves the right, with mutual agreement, to make modifications and/or substitutions as needed based on product availability or issues due to food borne illnesses.

Pricing is all inclusive of regular inmate meals, medical, religious, dietary, holiday, sack, and emergency.

Pricing shall be reviewed annually prior to anniversary date with any adjustment mutually agreed upon.

- B. Wexford County Jail shall provide telephone and internet service for business purposes of administering this Agreement, utilities, floor cleaning supplies, uniforms for inmate kitchen workers, breakfast trays, expendable/small-ware replacements, kitchen equipment and all repairs and maintenance cost of equipment.

Canteen shall purchase all food products, paper supplies, disposables, uniforms (hair nets, beard nets, poly/vinyl gloves), and kitchen cleaning supplies required to administer this Agreement.

- C. Canteen's price is based upon Wexford County Jail supplying a sufficient number of inmate workers to assist with food preparation, cooking, baking, and cleaning. The Jail Administration shall replace any disruptive inmate kitchen worker at Canteen's request. Canteen also reserves the right to request additional inmate assistance for deep cleaning as needed. In the event that inmate kitchen labor is not available, Canteen would acquire temporary labor and bill Wexford County Jail for this cost.

D. Inmate kitchen workers shall transport/deliver meals to the appropriate areas, and shall return all trays and delivery equipment to the facility kitchen in a timely manner.

E. Hours of service for the Jail facility shall be:

Breakfast	6:30 a.m.
Lunch	11:45 a.m.
Dinner	4:45 p.m.

Hours may be adjusted if mutually agreed upon.

F. In the event a determination is made during the term of this Agreement or after the term of this Agreement by the appropriate governmental authority that the payment either in part or in full, paid by the Client pursuant to this Agreement, is subject to any sales tax, this tax, together with any interest and/or penalties with respect thereto concerning such payments, shall immediately be reimbursed by Client to Canteen, notwithstanding the year in which such determination is made or the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination is made during the term of this Agreement, the Client shall, in addition, from the time of such determination forward, pay such tax to Canteen in the same manner.

## II. CREDIT TERMS

Invoices for all meals will be processed weekly (typically Wednesday) for the prior week (Sunday breakfast through Saturday dinner). Terms are net 30 days. Any past-due amounts, over 45 days past due date at the option of Canteen, will be subject to a service charge of up to one percent (1%) per month of the unpaid balance.

In the event that sales amounts set forth in said statements are not paid according to the terms hereof, or in the event that Canteen, in its sole discretion, determines that Client's credit has become impaired, Canteen shall have the option of either declining to continue its services hereunder except on a cash-in-advance basis until such time as said credit has been re-established to Canteen's satisfaction, or terminating this Agreement without any liability whatsoever to Canteen.

## III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the conditions that Canteen will operate its Services at the same points of service and remain in operation only the hours agreed to when Canteen begins operations hereunder.

If Client desires Canteen to operate its Services for additional points of service and/or for additional hours, Client and Canteen shall mutually agree on the appropriate financial arrangements for the additional points of service and/or additional hours.

**EXHIBIT B**

<b><u>RESPONSIBILITIES OF CANTEEN AND WEXFORD COUNTY JAIL (CLIENT)</u></b>	<b><u>CANTEEN</u></b>	<b><u>CLIENT</u></b>
Floor Cleaning - Daily spot mopping of floors in the storage and food service preparation areas.	X	
Floor Cleaning--Daily spot mopping of floor in the dining areas and all necessary scrubbing, stripping, and polishing of floor in the storage, food service preparation area and the dining areas.		X
Freezers and Refrigerators - Cleaning of shelving, walls, and floor.	X	
Freezers and Refrigerator - Cleaning of fans, coils, and condensers.		X
Cleaning of cooking utensils, mixing equipment and utensils, hand utensils, containers, toasters, coffee makers, grills, steam kettles, steamers, can openers, work surfaces, mixers, slicers, grinders, saws, deep fat fryers and skillets, vegetable peelers, sinks, beverage dispensers, mops and buckets, cafeteria tables, eating utensils, trays, tumblers, cups, storeroom shelving, shelving in food preparation and serving areas, ice machine, utensil racks, and utility drawers.	X	
Food Costs	X	
Labor Costs	X	
Sack Lunch Program	X	
Inmate Kitchen Labor and Uniforms		X
Paper Goods	X	
Cleaning Supplies	X	X
Uniforms	X	X
Telephone and Internet Services		X
Expendable/Small-ware Replacements		X
Equipment Maintenance and/or Replacement		X
Interest on Late Payments		X
Employee Insurance	X	
General Liability Insurance	X	
Facilities Liability Insurance		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire Systems		X
Record Keeping	X	

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** HR/Public Safety Committee  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** Flu Immunizations

SUMMARY OF ITEM TO BE PRESENTED:

This year, Cadillac Family Physicians is once again offering on-site flu immunizations for \$30 per person. This cost has not increased since 2014. An employee’s health insurance will be billed. Cadillac Family Physicians has been providing this service since at least 2007.

In previous years, the Board of Commissioners approved paying the entire cost for employees who are not covered by insurance. However, the County has not received an invoice from Cadillac Family Physician for flu vaccinations since 2012. With changes in health care laws, many employees are now covered by some type of health plan. County full-time employees are covered by the county’s health plan or another health plan. Currently, there are 14 part-time employees working for the County that may or may not have coverage.

Commissioners are also eligible to receive a flu vaccination on-site.

RECOMMENDATION:

A motion to approve Cadillac Family Physicians to provide on-site flu immunizations and for the County to pay the full \$30.00 for any Wexford County employee whose cost is not covered by insurance.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Janet Koch, County Administrator  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** Octagon Building Fund Request

**SUMMARY:**

A letter has been submitted by Ms. Crystal Lake Johnson, Veterans Serving Veterans Octagon Building Committee, requesting that the funds in the County's Octagon account be released to the Community Foundation. (See following page.) The amount in that account, which is Fund 499, is currently \$354.47.

**RECOMMENDATION:**

The Finance Committee recommends the full board approve releasing all funds from Fund 499 to the Community Foundation's Octagon Building Fund.



## Veterans Serving Veterans, Inc.

August 17, 2020

Dear County Administrator Janet Koch and Board of Commissioners (Gary Taylor, Julie Theobold, Mike Bengelink, Judy Nichols, Michael Bush, Joseph Hurlburt, Michael Musta, Ben Townsend, Brian\ Potter),

First and foremost, I would like to thank you all for your assistance in the purchase of the Octagonal building. We are very excited and preparations are already underway for the foundation. That being said, we have also started fund raising and already have \$2100 in the coffers; with The Cadillac Community Foundation. We would like to now address the issue of the \$350 plus dollars in the Octagonal account, as well as the monies that had been tentatively ~~been~~ allocated for demolition of the building. To our knowledge, that was approximately \$20,000. If you'd be so kind as to let us know what procedures we would need to take to have you allocate that money to us, we would greatly appreciate it. We would then put it with the rest that we've already fundraised and site preparation could begin in Veterans Community Park.

Thank you again for all your assistance we are so pleased that we will be able to give the Octagonal building a new home, restored to its original beauty and make it a wonderful community destination for all to enjoy.

A handwritten signature in black ink that reads 'Crystal Lake Johnson'. The signature is written in a cursive, flowing style.

Crystal Lake Johnson

Veterans Serving Veterans Octagon Building Committee

3740 S. 41 Road | P.O. Box 634 | Cadillac, MI 49601 | 231-876-2530

[vetservingvetsinc@gmail.com](mailto:vetservingvetsinc@gmail.com) | [vetsservingvets.org](http://vetsservingvets.org)



Cadillac Vets Serving Vets

501(c)(3) Organization | Tax ID #47-1605286

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** COVID-19 Community Development Block Grant

SUMMARY OF ITEM TO BE PRESENTED:

The Michigan Economic Development Corporation is offering a Community Development Block Grant to counties for COVID-19 expenses (see following letter of interest and attachment). The MEDC is requesting that counties formally submit documentation either agreeing to proceed or agreeing not to proceed with the CDBG process.

Though the deadline to respond is stated as August 14, Christine Whitz, the MEDC's Director for the CDBG program, has agreed to extend our response deadline to September 3, which is the day after the next Board meeting.

Ms. Whitz recommends that the County agree to proceed with the process, as the grant runs to the end of 2020.

More information on this grant is available here: <https://www.miplace.org/cdbg-cares-funding/>. From that website:

The funding is designated for COVID-19 related unbudgeted county expenditures used to prevent, prepare for and respond to the coronavirus. CDBG will reimburse expenses, not already paid with other federal or state funding, dating back to January 21, 2020, which was the date of the first confirmed U.S. COVID-19 case.

Most of the County's current COVID expenses are already being reimbursed through other grant programs. However, as Ms. Whitz mentioned, we don't know what the next few months will bring, and proceeding with this process could allow reimbursement of unexpected COVID expenses.

RECOMMENDATION:

A motion to agree to proceed with the process to obtain CDBG reimbursement of COVID expenditures and have the Board Chair sign the Letter of Interest on behalf of the County.



**MICHIGAN ECONOMIC**  
DEVELOPMENT CORPORATION

July 31, 2020

**Re: CDBG Reimbursement of COVID Expenditures Letter of Interest**

Dear County Official:

The State of Michigan continues to respond to the needs of our cities and counties across the state that have been negatively impacted by the COVID-19 virus. We are writing to you today to make you aware of funding support available to the county through the State of Michigan's Community Development Block Grant (CDBG) Program to assist you in your COVID-19 related recovery efforts in the amount up to the allocation listed in Attachment A.

Please note that the funding is identified as an allocation to the county and is not a grant award until the potential grant offer has been approved by the Michigan Strategic Fund (MSF).

CDBG funding is awarded to the State by the U.S. Department of Housing and Urban Development (HUD) and administered by the Michigan Economic Development Corporation (MEDC), through the MSF. Expenditures must be made for a previously COVID related eligible expense that benefited low- and moderate-income people, removed blight, or met needs having a particular urgency that posed a serious and immediate threat to the health or welfare of the community and be eligible under the Housing Community Development Act (HCDA).

The counties that are allocated funds will be required to comply with all CDBG Program requirements as stated in the CDBG Grant Administration Manual ([Link](#)). To assist the county with making a decision on continuing with the process, the CDBG program requirements are summarized below. These requirements include, but are not limited to:



- **National Objective**
  - Ensuring that the project activities benefited low- and moderate-income people, removed blight, or met needs having a particular urgency that posed a serious and immediate threat to the health or welfare of the community.
- **Environmental Review**
  - Ensuring that the correct level of environmental review will be completed.
- **Financial Management**
  - Ensuring that the community has a sound financial management system.
  - Ensuring that costs are reasonable.
  - Ensuring that the correct procurement process will be followed when engaging consultants and contractors.
  - Ensuring that contractors are properly licensed, bonded, and insured.
- **Reporting requirements**
  - Single Audit Requirement due once per year.
  - Section 3 Summary Report due once per year. (depending on activities funded)
  - MEDC Payables due once per year.
  - Contract and Subcontract Activity Report once per year. (depending on activities funded)
- **Plan and Policy Requirements**
  - Procurement Policy
  - Public Participation Plan
  - Residential Anti-Displacement and Relocation Plan
  - Section 3 Policy
  - Section 3 Plan
  - Fair Housing Ordinance/Plan
  - Excessive Force Policy

The allocation to the county is contingent upon several factors, including (i) submission by the county of completed documentation required under the CDBG Program, (ii) satisfactory county support, (iii) available funding, (iv) the project activities occurring within the geographic boundary of the county, (v) approval of an award by the MSF, (vi) execution of a final grant agreement between the county and the MSF containing pre-disbursement, compliance and reporting requirements, and (vii) execution and certification of the Applicant section of the grant agreement, and all other detailed terms and conditions, required by the MSF.

**A CDBG Specialist will be assigned after the return of Attachment B and will be available to assist you through the process.**

This letter of interest is subject to the county's ability to receive approval from the MSF and execute a grant agreement with the MSF.

Due no later than **midnight, August 14, 2020**. Return to [CDBG@michigan.org](mailto:CDBG@michigan.org) one of the following:

- a. This Letter of Interest, Attachment B, signed by the Authorized Elected Official, **accepting** the offer to continue in the CDBG COVID-19 allocation process.

OR;

- b. This Letter of Interest, Attachment B, signed by the Authorized Elected Official, **declining** the offer to continue in the CDBG COVID-19 allocation process. By electing to decline the offer to continue in the allocation process or by electing not to sign and return this Letter of Interest to [CDBG@michigan.org](mailto:CDBG@michigan.org) no later than **midnight, August 14, 2020** the county is choosing not to pursue the proposed CDBG funding.

As indicated above, please return, Attachment B to [CDBG@michigan.org](mailto:CDBG@michigan.org) no later than **midnight, August 14, 2020**, this Letter of Interest signed on Attachment B by the county's authorized elected official indicating whether this offer to continue in the process is being accepted or declined.

Submit the documents and/or questions to the State of Michigan CDBG Program via email at [CDBG@michigan.org](mailto:CDBG@michigan.org)

We look forward to receiving your response and working with you to assist with your county's COVID-19 response efforts.

Sincerely,



Christine Whitz  
Director, Community Development Block Grant Program

*Attachment A – CDBG CARES Funding County Allocations*  
*Attachment B – Letter of Interest Response*

**ATTACHMENT B**

**Letter of Interest Response**

Please select one of the two below options, sign, and return this Attachment B as explained in the Letter of Interest no later than **midnight on August 14, 2020** to [CDBG@michigan.org](mailto:CDBG@michigan.org)

1.  By checking this box, the county has agreed to **proceed with the process.**

-----  
Authorized County Official Signature

-----  
Date

\_\_\_\_\_  
Title

County of \_\_\_\_\_

2.  The county has agreed **not to proceed** with the process and has chosen not to pursue the proposed Community Development Block Grant Program funding.

\_\_\_\_\_  
Authorized County Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

County of \_\_\_\_\_

**RETURN SIGNED COPY TO: [CDBG@michigan.org](mailto:CDBG@michigan.org)**

**No later than midnight on August 14, 2020**

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Recreation & Building Committee  
**FOR MEETING DATE:** September 2, 2020  
**SUBJECT:** Plexi-glass Partitions for the Commissioner's Desks

SUMMARY OF ITEM TO BE PRESENTED:

The Recreations & Building Committee discussed the desire for plexi-glass partitions between the Commissioner's desks as a safety precaution against COVID-19. The partitions would allow for the full board to all be seated in their desks again during board meetings. Maintenance Director, Adam Kerr, is in the processing of obtaining a quote from City Glass. Once that information is received, it will be provided to the Board.

RECOMMENDATION:

Consent to purchase plexi-glass partitions for the Commissioner's desks.

**Completed Projects/Tasks**

FOIA Requests: The Administration Office received 7 new Freedom of Information requests between August 15 and August 28.

New Employees: Two new employees have started working at the County since the last Board of Commissioners meeting; one Deputy and one Dispatcher.

**Current Projects/Tasks**

DNR Recreational Passport Grant - Wex Capital Improvements: The required bidding documents, plans and specifications, cost estimate, and timeline for the HVAC improvements have all been uploaded to MiRecGrants. Upon final approval from the DNR, the bidding documents will be published. Bid opening is scheduled for September 23 with an award by the Board at the first October meeting. It is hoped that the project will be completed by the end of the year.

First Responder Hazard Pay Premiums Program: The latest word from Michigan's Department of Treasury is: "The first round of First Responder Hazard Pay Premiums Program (FRHPPP) advance payments were not issued on August 24, 2020, as planned. Unfortunately, the review process has required more time than anticipated. Treasury has dedicated additional staff to complete the reviews, which should allow Treasury to issue the advance payments in early September." So, we continue to wait.

Public Safety and Public Health Payroll Reimbursement Program: The latest information from Treasury hasn't changed from two weeks ago, that awards will be disbursed on September 18, and that there will be no advance notice of award amount.

Revenue Sharing Replacement: The replacement funding (Coronavirus Relief Local Governments Grants Program, or CRLGG) that we were told last week would be disbursed on August 31 was instead disbursed on August 27. From Treasury: "Any CRLGG funds expended on noneligible CARES Act expenditures or are not expended by December 30, 2020 shall be returned to the Michigan Department of Treasury by January 30, 2021."

When this report was written, Treasury's website did not yet have the Funding Acceptance Packet available. A FAQ regarding the CRLGG program is also shown as "coming soon." In spite of that, the latest information is still that completed packets must be submitted by September 15.

**Additional Notes/Meetings**

Consensus Revenue Estimating Conference (CREC): The revenue projections from this conference are used by the State of Michigan to draft their budget. I attended the meeting virtually; some of the highlights were that though there is a lot of uncertainty about the state's FY21, there have been "significant upticks from May." The conference chair noted that he is "cautiously optimistic."

Ongoing Impacts of COVID-19: Executive Order 2020-172, issued 8/27, required a sudden revision to the employee and public questionnaires as the EO was effective on the date issued. (I think this is the fifth revision, but I could be wrong.) Also, the Clerk and I are watching for the release of federal guidelines regarding the 8/8 White House memorandum regarding payroll tax obligations.

Respectfully submitted,  
Janet Koch, County Administrator