

Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, May 19, 2021 beginning at 4:00 p.m. in the Commissioners' Room of the Historic Courthouse in Cadillac, MI, 49601.

PUBLIC PARTICIPATION

In accordance with the current 2021 Michigan Department of Health and Human Services Gathering and Face Mask Order Amendment, the public may participate in person if social distancing guidelines are followed. The meeting can also be attended by any one of the following three ways:

- **By Telephone**: Dial toll free 1-646-876-9923, enter Webinar ID 749 610 4141#
- By Computer: Go to the Zoom Web Site (zoom.us). Click on "Join a Meeting." Join using Meeting ID 749 610 4141.
- By Smartphone: Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 749 610 4141.

TENTATIVE AGENDA

- Α. **CALL TO ORDER**
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D ADDITIONS / DELETIONS TO THE AGENDA
- F APPROVAL OF THE AGENDA
- F. **EMPLOYEE RECOGNITION**
- G PRESENTATIONS AND REPORTS
- Н 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 May 5, 2021, Regular Meeting Minutes......1 Acceptance of the Resignation – Airport Authority......6 2.
- Approval of the Appointment Airport Authority7 3.

Wexford County Board Agenda May 19, 2021 Page 2

AG	GENDA ITEMS	
1.	Cadillac Janitorial Contract (Executive 5/11/21)	10
2.	Medical Examiner Agreement (Executive 5/11/21)	.12
3.	TelNet Phone Services Contract – Lake Street (Executive 5/11/21)	20
4.	MGT Consulting Services Agreement – FOC (Executive 5/11/21)	33
5.	Memorandum of Understanding – Wonderland Humane Society (Executive 5/11/21)	43
6.	Building Department Fee Structure (Executive 5/11/21)	45
7.	Resolution 21-17 Marine Safety Grant Agreement (Finance 5/13/21)	66
8.	Resolution 21-20 Regarding Revenue Sharing Payments (Finance 5/13/21)	72
9.	Budget Amendment(s) (Finance 5/13/21)	75
AD	MINISTRATOR'S REPORT	76
CC	PRRESPONDENCE	
1.	Prosecutor's Report – April 2021	.77
PU	BLIC COMMENTS	
LIA	AISON REPORTS	
ВС	DARD COMMENTS	
CH	HAIR COMMENTS	
AD	JOURN	
	1. 2. 3. 4. 5. 6. 7. 8. 9. AD CO 1. PU LIA BO CH	 Medical Examiner Agreement (Executive 5/11/21) TelNet Phone Services Contract – Lake Street (Executive 5/11/21) MGT Consulting Services Agreement – FOC (Executive 5/11/21) Memorandum of Understanding – Wonderland Humane Society (Executive 5/11/21) Building Department Fee Structure (Executive 5/11/21) Resolution 21-17 Marine Safety Grant Agreement (Finance 5/13/21) Resolution 21-20 Regarding Revenue Sharing Payments (Finance 5/13/21)

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, May 5, 2021

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

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

Absent- None.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Add J6-Resolution 21-15 Resolution in Support of National Correctional Officers Week

Add J7-Resolution 21-16 Resolution in Support of National Police Week Add J8-CESF Prosecutor Grant Application

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bush to approve the agenda.

All in Favor.

Employee Recognition-

1. <u>MOTION</u> by Comm Townsend, seconded by Comm Bengelink to approve Resolution 20-27, Extending Appreciation for Rene Steinhour's Dedicated Service.

Roll Call: Motion passed 9-0.

2. <u>MOTION</u> by Comm Nichols, seconded by Comm Theobald to approve Resolution 20-32, Extending Appreciation for Lorie Sorensen's Dedicated Service.

Roll Call: Motion passed unanimously.

3. <u>MOTION</u> by Comm Potter, seconded by Comm Nichols to approve Resolution 20-33, Extending Appreciation for the Honorable William Fagerman's Dedicated Service.

Roll Call: Motion passed unanimously.

4. <u>MOTION</u> by Comm Theobald, seconded by Comm Bush to approve Resolution 21-05, Extending Appreciation for Marsha Mellish's Dedicated Service.

Roll Call: Motion passed 9-0.

Presentation and Reports-

Wexford County Board of Commissioners Regular Meeting * Wednesday, May 5, 2021

Yarrow Brown, Executive Director of Housing North, presented the Board with an explanation about their Homes For Our Future program. The currently partner with Networks Northwest, and they are seeking governmental support. They currently have 7 of the 10 counties they cover that support their program. She briefly touched on the need for rental properties in Wexford County, which is high.

Public Comment- *None.*

Consent Agenda

1. Approval of the May 5, 2021 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. Roster Update-Public Defenders' Office

<u>MOTION</u> by Comm Theobald, seconded by Comm Bush to approve a revision to the Public Defender's Office roster by reducing one Staff Attorney and adding a Chief Assistant Public Defender.

Roll Call: Motion passed 9-0.

2. Building Department Manager

<u>MOTION</u> by Comm Nichols, seconded by Comm to approve a revision to the Building Department's roster eliminating an Administrative Assistant and adding a Building Department Manager at an M2 level effective April 25, 2021 and approve the Manager position description.

Roll Call: Motion passed 9-0.

3. Letter of Understanding-Building Official

<u>MOTION</u> by Comm Nichols, seconded by Comm Potter to approve the one year Letter of Understanding for the Building Official and authorize the Chair and Vice Chair to sign the letter.

Roll Call: Motion approved unanimously.

4. Resolution 21-14 Supporting the PA 511 Wexford-Missaukee Community Corrections Plan and Grant Application

<u>MOTION</u> by Comm Theobald, seconded by Comm Bush to approve Resolution 21-14 Supporting the PA 511 Wexford-Missaukee Community Corrections Plan and Grant Application.

Roll Call: Motion passed unanimously.

5. Budget Amendment

<u>MOTION</u> by Comm Musta, seconded by Comm Bengelink to approve the budget amendment dated 05/05/2021.

Roll call: Motion passed unanimously.

5/5/2021

Wexford County Board of Commissioners Amendments to the 2021 Budget

Adj # 20210501	Acct 573.000.390.00 573.000.800.00	Acct Description Fund Balance Contracted Services	Revenue \$30,000	Expense \$30,000	a.
	BOC motion of 12-2 Cedar Creek Well #	L6-2020 approved the project at a 2 upgrade.	not-to-exce	eed \$30,000	0.
20210502	101.253.695.01 101.290.971.05 First payment for the	Transfer in/Land Reutilization Window Replacement ne Historic Courthouse windows	\$125,000	\$125,000	b.

6. Resolution 21-15 Resolution in Support of National Correctional Officers Week MOTION by Comm Hurlburt, seconded by Comm Potter to approve Resolution 21-15 Resolution in Support of National Correctional Officers Week.

Roll Call: Motion passed 9-0.

7. Resolution 21-16 Resolution in Support of National Police Week

MOTION by Comm Musta, seconded by Comm Nichols to approve Resolution 2116 Resolution in Support of National Police Week.

Roll call: Motion passed unanimously.

8. 2021 CESF Prosecutor's Grant

<u>MOTION</u> by Comm Bengelink, seconded by Comm Potter to approve the 2021 CESF Prosecutor's Grant Application.

Administrator Koch explained that this is the second round of grant applications, and it is due May 14th. A completed version will be brought to Executive.

Roll call: Motion passed 9-0.

Administrator's Report-

Administrator Koch apologized for not having a written report to the Board, but she will the next meeting. She received an email from the regional manager for MIDC who spoke very highly of our new chief public defender.

She touched briefly on information she received from MAC that there are discussions at the State level to provide a \$1,000 incentive to those receiving unemployment to return to work. She also noted that the four year commissioner terms would also be going to the senate next.

Ms. Koch informed the Board that the aerial photography has been completed, and the windows at the courthouse are moving right along as well.

Correspondence-

1. Alliance for Economic Success 2020 Annual Report

Public Comments- None.

Liaison Reports-

Comm Nichols attended the District 10 Health Department meeting where the main focus was covid and vaccinations.

Comm Townsend attended a library meeting where they discussed a millage renewal.

Comm Theobald attended a DHHS meeting. They are currently accepting applications for kids to go to camp this year. She also mentioned an EBT program for kids who were out of school and receive free lunches. Those cards are being mailed directly to parents.

Board Comments

Comm Potter noticed a lot of years of experience during the last few employee appreciations. It says a lot about those that work here.

Comm Townsend thanked Brooke for her hard work. Others are also very impressed with her and what she gives to the department.

Comm Bengelink read a Ronald Reagan quote.

Comm Bush congratulated Brooke. He also noted that it was nice to have everyone back.

Comm Theobald said she was glad to be back in person. She pointed out that Saturday is Hazardous Waste day.

Comm Nichols congratulated Brooke. She mentioned that it was Animal Control week in April, and she would like to see something come forward. She also mentioned that it was nice to see a room of people in attendance at the meeting.

Chairman's Comments

Comm Taylor thanked everyone for coming.

<u>Adjourn</u>

MOTION by Comm Potter, seconded by Comm Bush to adjourn at 4:35 p.m.

All in favor.

Gary Taylor, Chairperson Alaina Nyman, County Clerk



April 14, 2021

Received by Wexford County

MAY I I 2021

Mr. Ben Townsend 437 East Division Cadillac, MI 49601

Administration office

Mr. Townsend,

I am resigning as WCA board member effective immediately. I feel our views don't align in the short and long term needs of the airport.

I now know what all other board member with a business background found out, then resigned.

I appreciate the opportunity to serve on the WCAA Board.

The WCA plays a significant role in transportation for the community. The airport is busy with aircraft operations supporting manufacturing, cargo flights, the hospitality industry and general aviation in the community.

I also appreciate the support the WCAA receives from Wexford County and the City of Cadillac.

Again, thank you for the opportunity to serve on the WCAA board.

Respectfully,

Bill Paul

Cc: Mr. Karl Holder



Application for Appointment to Standing and Special Committees, Boards and Commissions

to fill vacancies on standing and special committees, b	of the Wexford County Board of Commissioners in their deliberation poards and commissions. Applications may be submitted at any time Applicants may be required to interview with the Human Resources
To which committee, board or commission are you se	eking appointment? Please check all that apply.
☐ Building Authority	☐ Northern Lakes Community Mental Health Board
☐ Cadillac - Wexford Transit Authority	☐ Road Commission
 □ Construction Board of Appeals □ Department of Health Human Services □ Housing Council □ Library Board 	 □ Wexford Missaukee Community Corrections Advisory Board □ Veterans Services Committee □ 911 Advisory Committee □ Other
Plea	ase print or type:
Name Craig Hewett	·
Address	Zip Code 49601
Telephone: Home	ness 231-920-8951 Facsimile
Date available for appointment Anytime	County Commission District

Community Service List boards, commissions, committees or community service organizations that you are currently serving or have served
upon, offices held, and in what municipality or county.
MUNSON CADILLAL BOARD OF DIRECTORS
CABILLAR INDUSTRIAL FUND (OFFICER)
CADILLAR AREA CHAMBER OF COMMERCE
WMCTC ADVISORY (WELDING + FABRICATION)
Employment and Education List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained. CADILIAC AREA PUBLIC Schools 12-12
LINALTI (MARIANA TRANCE 121865)
WIVICIC (WITCHINE TRADES 2002)
WMCTC (MACHINE TRADES COURSE) 1989 - 2012 FOUR WINNS BOATS - RAD ENGINEER - TEST CENTER MANAGER 2012 - 2014 BAPMANUFACTURING VICE PRESIDENT ENGINEER. AS
The state of the s
Have you ever worked for Wexford County?
Personal Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest? Yes No
If yes, please indicate potential conflicts.

Please complete the following. You may use additional sheets as needed.

Are you aware of the time coappointment, and will you ha	_	on the committee, board and/or commission No	to which you seek
Please provide information a appointee to the position you		tion, experience or interests you possess that	qualify you as an
MULTIPLE BUS	NESS Skills		
PLANNING	INFASTRUCTURE	QUALITY ASSURANCE	
MULLICE	LARGE PROJECT	// = //	
ENVIROMENTAL			
HUMAN RESDECES		LOGISTUS + Shippin	7 ~
TECHNOLOGY	DEVELOPEMENT	COMMUNITY CENTRIC	
BOTH MY FAT I PERSONALLY 1	HER + GRANDI	ED IN AVIATION + FLIGHT FATHER WENE AVIATOR QUALITY AIRPORT IS V UNITY LIKE CADILLAC I	s. UTAL to A
I hereby certify that the prece	eding information is correct to	the best of my knowledge.	
Signature	und		23/2020
You are invited to attach add may assist in the evaluation of		of your résumé or submit supplemental inforn	nation that you feel
Mail or return your complete	Wexford 43 7 E. D	County Board of Commissioners County Courthouse livision St. MI 49601	
Thank you	u very much for giving us the o	opportunity to consider you for appointment.	

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee

FOR MEETING DATE: May 19, 2021

SUBJECT: Cadillac Janitorial Contract Extension

SUMMARY OF ITEM TO BE PRESENTED:

Cadillac Janitorial, Maintenance, and Administration have been discussing the 2015 janitorial contract which, through extensions, currently expires May 31, 2021.

While a draft version of contract amendments has been compiled, there are still a number of details to work out. Cadillac Janitorial is agreeable to extending the 2015 contract for another month while the final details of contract amendments are determined.

A final version of the amendments will be presented to the Executive Committee in their June 8 agenda packet.

RECOMMENDATION:

The Executive Committee recommends the full board approve the extension to the contract by one month.

March 18, 2021

Mr. Carl Ouwinga, President Cadillac Janitorial, Inc. PO Box 622 Cadillac, MI 49601

Dear Carl:

Thank you for taking the time to meet with both Janet Koch, Administrator, and Adam Kerr, Maintenance Director. I was reassured that Cadillac Janitorial is willing to put forth the initiative to maintain a clean appearance and environment to the Wexford County buildings.

This letter confirms Wexford County's notice to extend the janitorial agreement taking the new expiration date to May 31, 2021.

Sincerely,

Gary Taylor, Chairman Board of Commissioners

GT/njs

cc: Adam Kerr, Maintenance Director

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee

FOR MEETING DATE: May 19, 2021

SUBJECT: Medical Examiner Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Pursuant to MCL 52.201, every county shall appoint a medical examiner for a period of four years. Wexford County's medical examiner agreement is set to expire June 30, 2021. Dr. Wagner has confirmed his intentions to continue as the Wexford County Medical Examiner.

The agreement is attached for consideration. Please note that the cost of the medical examiner services remains the same from the 2017 contract. The MEI's payment schedule is identical to the existing schedule, however, there is a new clause in the Fourth section that states: "MEI's should receive the same annual rate of increase as non-union county employees."

RECOMMENDATION:

The Executive Committee suggests the full board approve the agreement.

MEDICAL EXAMINER CONTRACT

THIS AGREEMENT made and entered into this	day of	,, by and between the
COUNTY OF WEXFORD, a municipal corporation ar	nd political sub	division of the State of Michigan (hereinafter
referred to as the "County") and Paul A. Wagner, [D.O. and Mid M	1ichigan Medical Examiner Group LLC
(MMMEG) (hereinafter referred to as the "Contra	ctors")	

WITNESSETH:

WHEREAS, the Contractor has been appointed WEXFORD County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq.g (hereinafter referred to as the "County Medical Examiners Act"); and

WHEREAS, the County and the Contractors desire to set forth the terms and conditions of Dr. Paul A. Wagner's appointment and Mid Michigan Medical Examiner Group LLC terms in writing.

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

FIRST: <u>General Scope of Services</u>. The Contractors, during the duration of the Agreement and pursuant to the County Medical Examiner's Act, shall serve as the WEXFORD County Medical Examiner performing the following services:

- i. Manage & Coordinate 24/7 on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hour prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced or otherwise, or the death of any prisoner in a County or City Jail. Standard protocol is less than 60 minutes.
- ii. Arrange for Autopsies with one of many locations in providing of pathology, toxicology, anthropology, and DNA services when the need arises. Negotiate and execute contracts for those support services.
- iii. Arrange Transport with one of many local or nonlocal services for smooth and timely transport.
- iv. Refer all candidates for Donation of Anatomical Gifts in accordance with the MI Kyle Horning Law.
- v. Be available to assist prosecuting attorneys, defense attorneys, funeral directors, law enforcement professionals, healthcare institutions, and families regarding the unexpected and unexplained deaths of the county.
- vi. Issue death certificates, cremation permits, and fulfill records requests.
- vii. Train and direct investigations of all reported deaths pursuant to the requirements of the laws of the State of Michigan and National Standards of Investigation.
- viii. Provide Staff training to all Medical Examiner Investigators and any other county agencies needing medical examiner related education. National Standards of Death Scene Investigation are followed.
- ix. Respond to requests for reports with descriptive & statistical data (i.e. Opioid data).
- x. Receipts and verifies all Invoices for M.E. Budget. Report on departmental annual budget.
- xi. Conduct internal quality assurance reviews on case investigations and records.

- xii. File Unclaimed Decedent applications for payment requests through DHHS ensuring proper disposition and no cost to the county.
- xiii. File Sudden Infant Death repayment applications with the State of Michigan. All recoupment stays in the county budget.

SECOND: <u>Compensation</u>. The Contractor shall be compensated for the services rendered pursuant to this agreement as follows in Exhibit "A" with payment made to and accepted by Mid Michigan Medical Examiner Group, LLC on Paul A. Wagner's behalf.

THIRD: <u>Case Related Expenses</u>. Case Related Expenses shall be submitted to MMMEG for review and, on approval, forwarded to the county for approval and direct payment. Case Related Expenses routinely include Autopsy, Toxicology, Medical Examiner Investigators, and Transportation.

FOURTH: Medical Examiner Investigators (MEI). MEI's are compensation as approved by the County in the manner described in Exhibit "B" and reviewed through fiscal budgeting. MEI monthly reimbursement for case related fees will initially be sent to and reviewed by the contractor. The contractor will then submit approved vouchers to the county on a monthly basis for payment by the county. Mileage shall be paid equal to that of the county rate. MEI's will be trained toward national death scene registry. This training provided by MMMEG. MMMEG will then provide payment for national testing and advancement. If an MEI passes the national registry, the county shall reimburse that MEI according to Exhibit "B" or the new negotiated rate. MEI's should receive the same annual rate of increase as non-union county employees.

FIFTH: Other Subcontractors. The contractor will negotiate and help execute contracts such as Morgue Cooler location, Forensic Pathology Services, Toxicology, Anthropology, and Deceased Transportation services. Support services invoices will first be received and reviewed by the contractor. The contractor will then submit monthly approved vouchers to the county for direct payment. The contractor will assist the county with the Medical Examiner Department budget annually.

SIXTH: Maintenance of Records. The Contractors shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractors have been compensated pursuant to this Agreement. The contractors will maintain a record on every death reported to the office, whether or not jurisdiction is accepted. All medical examiner records requests secured are processed by the contractor. Retention may remain in the contractor's office for 4 years then subsequently turned over to the County offices for storage.

SEVENTH: <u>County's Retention of Records</u>. The County shall have the sole and exclusive right to the retention of all original case records pertaining to the services rendered by the Contractors pursuant to this Agreement. The Contractors shall have access to appropriate case records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original case records in the Contractors' possession shall be turned over to the County provided, however, that the Contractor shall have access to the records upon written request.

EIGTH: **Use of Facilities**. The county will allow at no charge:

- If needed, use of a conference room or office in WEXFORD County, for meetings with family and next-of-kin to address questions about the results of a death investigation or trainings with MEI's or law enforcement.
- ii. Use of space within WEXFORD County for storage of body bags, tags, and personal protection equipment.

NINTH: <u>Independent Contractor Status</u>. It is expressly understood and agreed that the Contractors, administrative personnel, and non-WEXFORD County employee Medical Examiner Investigators, shall not be, nor hold themselves out as employees of the County and shall not be entitled to any fringe benefits of the County such as including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The independent contractors shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement.

TENTH: <u>License Requirements</u>. Dr. Paul A. Wagner, shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

ELEVENTH: <u>Liability Insurance Required of Contractor.</u> Dr. Paul A. Wagner, shall carry insurance of at least one million dollars including contractual provisions protecting the county from liability, including indemnification and Hold Harmless provisions. This shall be maintained throughout the life of this agreement and evidence provided annually or when coverage is modified.

TWELVETH: <u>Compliance with the Law</u>. The Contractors, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, they shall not advocate, nor assist in violating any laws of the United States or the State of Michigan.

THIRTEENTH: <u>Waivers</u>. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

FOURTEENTH: <u>Amendment of the Agreement</u>. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

FIFTEENTH: <u>Nondiscrimination</u>. The Contractors shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

SIXTEENTH: <u>Disregarding Titles</u>. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.

SEVENTEENTH: <u>Completeness of the Agreement</u>. This Agreement and Exhibit "A" and "B" attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or

otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

EIGTHEENTH: Agreement Period and Termination. This Agreement shall become effective on the 1st day of June 2021 and shall continue until the expiration of the term of appointment, which shall be four years. Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner's Act, MCL 52.201 et seq.

NINTEENTH: <u>Invalid Provisions</u>. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

TWENTIETH: <u>Certification</u>. The person signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have fully executed	d this Agreement on the day and year first above written.
WITNESSED BY:	COUNTY OF WEXFORD:
	Chairperson WEXFORD County Board of Commissioners
WITNESSED BY:	CONTRACTORS:
	Paul A. Wagner, D.O.
	Mid Michigan Medical Examiner Group, LLC

EXHIBIT A

PAYMENT SCHEDULE

The annual fee offered for 4 years (June 1, 2021- May 31, 2025) with an annual increase of 0%.

<u>Administrative Overhead Medical Examiner Full Services</u>:

\$ 42,400

(Chief Medical Examiner Physician -Database Cloud Records- Phone -Prof.Memberships-Uniforms-Supplies-Training- Administrative Staffing - Case Administration-Reporting-Death Certificate Processing-Records Requests).

EXHIBIT B

MEI PAYMENT SCHEDULE

Investigators to perform their service as private contractors of the county regulated through Dr. Wagner and our office as allowed by the Michigan Medical Examiner Statute (MCL52.202). Standard Mileage is paid when non-county vehicles are utilized.

(Rate as of June 1, 2021: Originally Board Approved 2019)

Level One Investigator – Paid as a Trainee up to 2 cases/ with a Level Two Investigator \$100

Level Two Investigator- Approved to conduct death scene investigations independently \$135 Natural / \$155 Non-Natural

ABMDI National Certified Death Scene Investigator- \$155 Natural/ \$175 Non-Natural

Occasional extenuating circumstance stipend additional as approved by county at \$100/per case. Trainers train MEI's on avg of 2 cases or as needed. Homicides will additionally be investigated by Nationally Registered/Certified Death Scene Investigator.

All Trainings are paid through our Administrative Overhead and not the obligation of the county.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee

FOR MEETING DATE: May 19, 2021

SUBJECT: TelNet Phone Services Contract – Lake Street

SUMMARY OF ITEM TO BE PRESENTED:

Following the recommendation of Abilita, attached is a contract for TelNet to provide telephone services to 401 Lake Street. Switching from our current provider, AT&T, to TelNet will be a savings to the County.

This is a revision to the contract approved by the Board of Commissioners in January.

RECOMMENDATION:

The Executive Committee advises the full board to approve the services contract.





TelNet Service Agreement

TelNet Worldwide Quote Prepared for WEXFORD COUNTY (401 North Lake Street)

Term: 36 Months

Prepared on: May 5, 2021 Expires on: June 9, 2021

Payment terms: Net 20

Quote Prepared for: Quote Prepared by:

401 North Lake Street Cadillac, MI 49601 Mary Jo Weessies TelNet Worldwide Agent Manager

P: (248) 485-1048

mjweessies@telnetww.com

ETH Access-IPv4 Address Block (1 assignable IP address) \$0.00 IP PRI-PRI Voice Gateway (Adtran) (Subscription) \$29.50 IP PRI-Voice Gateway - Setup Fee \$250.00 IP PRI-PRI Channel \$8.50 IP PRI-Telephone Number \$0.25 IP PRI-Domestic LD Metered Rate Plan \$0.00	1 1 14 25 14	\$0.00 \$29.50 \$0.00 \$119.00 \$6.25 \$0.00	\$0.00 \$0.00 \$250.00 \$0.00 \$0.00
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· · · · · · · · · · · · · · · · · · ·		\$0.00	\$0.00
	1	# 0.00	\$0.00
ETH Access-5MB Ethernet-36 \$383.00	1	\$383.00	\$0.00
PRODUCT UNIT PRICE	QTY	Monthly Total	Non Recurring Total

MONTHLY TOTAL: NON RECURRING

TOTAL:

\$537.75 \$250.00



Rates will only apply to the services that have been purchased

IP PRI Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate



Unless specified, prices do not include shipping charges, regulatory fees, applicable taxes, administrative/service fees, professional services, or other time and material charges. For additional terms and conditions go to www.telnetww.com.

Business POTS (Plain Old Telephone Service) is a no-term, month to month service; rates subject to change with prior notification. High volume broadcast faxing is prohibited on the Digital Fax service offering, if excessive use is detected, TelNet reserves the right, at its sole discretion, to change or modify the pricing structure. A \$1 E911 Enabled Fee may be charged per Telephone Number provisioned with E911 services.

With Mobile Client, features vary by device, settings and quality of signal. When Wi-Fi is not available or cellular usage is selected, phone plan roaming, data and voice usage charges apply. Mobile client calls may drop or lose quality when Wi-Fi or cellular signals are lost or weak. Firewall settings may also impact use. TelNet Worldwide ("TelNet") is not responsible for loss of call quality and/or dropped calls with Mobile Client or any provided wireless or Wi-Fi service.

TelNet Worldwide ("TelNet") will provide two free hours of technical support up to \$240 only after the customer/vendor has reviewed and applied the recommended configurations outlined in the SIP Trunking LAN Requirements. Once the customer/vendor has engaged TelNet Worldwide ("TelNet") for technical support, each additional hour of support beyond the free two hours provided by TelNet Worldwide ("TelNet") will be billed \$120.00 per hour. TelNet Worldwide ("TelNet") will inform the customer/vendor the two hours of free technical support has elapsed and once informed, the customer will have the option to continue or discontinue technical support. Customer/Vendor accepts full responsibility for the billing of additional hours of support.

TelNet Worldwide ("TelNet") will work with the vendor/customer to assist with the proper installation of their equipment by collecting and analyzing traces and log files for proper interoperability. In addition, test calls will be performed to ensure call routing is working properly. However, this support will not include device management, configuration changes, firmware upgrades, factory reset, and or replacement parts to any customer-owned device.

Please note: International calling service is available only when authorized by completing the TelNet International Calling Authorization Form.



When the term "this Agreement" is used, the term refers to this TelNet Service Agreement and, as found on www.TelNetww.com, TelNet's Terms and Conditions ("T&Cs") and all items incorporated in the T&Cs, including those in tariffs, rate guides, TelNet's Acceptable Use Policy, and TelNet's E911 Disclosure Notice and Acknowledgement ("911 Acknowledgement") as applicable. The term "this Agreement" also includes, any attachments, exhibits or appendices to this TelNet Service Agreement, and, if applicable, any Purchase Order Terms and Conditions; Equipment Rental Terms & Conditions and any attachments, exhibits or appendices to these documents. By executing this Agreement, the "Customer" (defined as the party signing below and made a party to this TelNet Service Agreement) is ordering the services set forth in this Agreement. Customer agrees to pay for all services ordered or otherwise used including: taxes, surcharges and fees charged by TelNet, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, as further set forth in this Agreement.

Customer authorizes TelNet to obtain any credit information and/or any customer proprietary network information necessary to provision services and to establish Customer's account, and hereby authorizes the release of such information by any and all third parties to TelNet. Customer understands that number assignments are not guaranteed and cannot be relied on before service is activated.

Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNetservices.

Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNetservices.

Term of Agreement

The effective date of this Agreement is the date signed by the last Party to sign this TelNet Service Agreement. However, the date of installation of all services shall determine the end date of the Initial Term of the Agreement. By way of example, if the obligations under this Agreement becomes effective on January 1, and installation is completed February 1, the Initial Term of a one year agreement, would end on January 31 of the following year.

After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year Renewal Terms, unless a written Notice of Termination is received by the other party at least 30 days prior to the expiration of the Initial Term or a Renewal Term. Auto renewal terms do not apply to locations that have special access, coax, T1-based services or third-party fiber connectivity arrangements.

Firm Order Confirmation

A Firm Order Confirmation time-frame varies with each service. Requests other than standard intervals may be subject to an expedite fee. Please be advised that the installation of Fiber typically takes sixty (60) to one hundred twenty (120) days or longer.

Order Cancellation

Cancellation by the Customer after the signature date and before the service available date will result in an Order Cancellation Fee to be paid by the Customer as described in applicable TelNet T&Cs which can be found at www.TelNetww.com.

TelNet pricing under this Agreement may be budgetary and is subject to change. In those cases, and at TelNet or our access partners request, a site survey may be performed to verify rates and availability of service after an Order is submitted to our service partners. If TelNet determines that the rates must be adjusted due to additional requirements or expenses, including build-out costs, or that a service is not available, Customer will have the option to accept the adjusted rate or cancel the service without incurring an early termination penalty. If Customer fails to notify TelNet within 14 days of its request to cancel the service, TelNet shall proceed with the adjusted rate and Customer shall be liable for payment under the adjusted rate. In the case of cancellation, Customer will also be liable for any one-time fees assessed by our access partners if the cancellation request is received by TelNet after 30 calendar days of order submission.

Termination

TelNet may terminate this Agreement and the services for Customer's non-payment in accordance with TelNet's general T&Cs, tariffs and rate guides. Upon termination of this Agreement by TelNet for non-payment the customer shall be liable for the payment of all services provided through the date of termination, plus any applicable Termination Fees. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service, or the product or service is no longer offered, or in a TelNet tariff or rate guide, in which case the customer will not be liable for any Termination Fees. If Customer terminates this Agreement prior to the expiration of its initial term or renewal term, or if TelNet terminates this Agreement due to non-payment, Customer will owe TelNet the following Termination Fees per applicable service: the monthly recurring charge (MRC) times the remaining number of months of the contract period for the contracted services.

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General Provisions

This Agreement supersedes any previous Agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this agreement must be agreed to in writing by the parties. Any changes to this Agreement by Customer without said written approval are null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent.

Gary Taylor		Chairman, Board of Com	missioners
Authorized Signature		Date	
By placing Customer's signature in the spa ("VoIP") services, Customer furthermore a Acknowledgment.			
(Exemption forms must be provided if you	are tax exempt)		
None Federal Excise Federal FUSF State County Local	Exempt Form Signed Date: Exempt Form Signed Date: Exempt Form Signed Date: Exempt Form Signed Date: Exempt Form Signed Date:		
Tax Exempt Status (Select all that apply):			
ederal Tax ID: 38-6007337			
Business Type: Corporation Partnership Proprietorship			

Title

Quote for: Q-64365 Prepared on: 'May 5, 2021'

Printed Name





Company: WEXFORD COUNTY (401 North Lake Street)

Legal Company Name	Telephone
Address	
Headquarter/Parent Company Name (if different fro	om above)
Company Name	Telephone
Address	
Billing Contact	
Janet Koch	
Billing Contact Name (First and Last)	Telephone
jkoch@wexfordcounty.org	
Email	Cell Phone
Onsite Contact	
Onsite Contact Name (First and Last)	Telephone
Email	Cell Phone
Fechnical Contact (Data/voice vendor, if applicable)
Technical Contact Name (First and Last)	Telephone
Email	Cell Phone

Please complete and return with your order, or fax to 248.485.1090.



TelNet E911 Disclosure Notice and Acknowledgment

This E911 Disclosure Notice and Acknowledgment ("E911 Acknowledgment") is agreed, acknowledged and accepted by TelNet Worldwide Inc. ("TelNet") and its end user customer ("Customer" or "you") in connection with Customer's purchase and use of TelNet Service. All TelNet Service is governed by the Terms and Conditions found at https://www.telnetww.com/legal ("Terms and Conditions"). Any capitalized terms not otherwise defined in this E911 Acknowledgment shall have the meanings ascribed to such terms in the Terms and Conditions. In the event of any conflict between this E911 Acknowledgment and the Terms and Conditions, this E911 Acknowledgment shall control.

Section 1 - Emergency Services - VoIP 911 Calling: Comparison with Traditional Landline 911 Services

TelNet provides E911 Service as a component of TelNet's Voice over Internet Protocol ("VoIP") service ("Service"). TelNet's E911 Service enables Customers to communicate with emergency services by dialing 911. When Customer dials 911, the 911 call is routed from TelNet's network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the physical address Customer provided to TelNet at the time of activation of Service (as may be updated by Customer).

However, VoIP E911 Service is different in important ways from traditional landline E911. The Federal Communications Commission ("FCC") requires all VoIP service providers, such as TelNet, to inform their customers of these differences. It is important that you understand how these differences affect your ability to access E911 services. Please carefully read this Notice.

By signing this Notice, you are acknowledging that you understand the following differences associated with VoIP 911 Service:

- A. VoIP E911 service will not function during a power outage or disruption. If there is an interruption in your power or a power surge, when power is restored, your VoIP equipment may need to be reset to reinitiate your VoIP service, including your VoIP 911 and E911 services.
- B. VoIP E911 service will not function if your broadband connection is terminated, interrupted or degraded.
- C. If you disable or damage your VoIP device or equipment, VoIP E911 service calls may not complete.
- D. Unless correctly registered, if your phone number is a phone number typically associated with a geographic area different than the area in which you are using your VoIP device, your 911 call may be routed to an incorrect PSAP and emergency personnel may not be dispatched to the correct location.
- E. If your 911 call cannot be completed, is dropped or disconnected and/or if your VoIP E911 Service is not operational for any reason, and/or if the caller is unable to speak, the PSAP and emergency personnel may not be able to identify your phone number in order to call you back.
- F. If billing issues arise due to delinquent or unpaid invoices or other reasons that result in the suspension or termination of your TelNet VoIP services, the ability to make 911 calls will cease.
- G. Due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing VoIP equipment as compared to traditional 911 dialing over traditional public switched telephone networks.
- H. VoIP E911 Service will not work if you move your VoIP device to a location outside the United States.
- I. If you move your VoIP device to a new location, as explained below, you must register your new location. However, please be advised that it may take a few days for the change in address to be processed. If you move your VoIP device before your new registered location can be processed, your 911 call may be routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location. Please register your new location several days in advance of any move and include the date on which the move will occur.

Section 2 - Registration of New Locations and other Customer Obligations

A. Registered Location Required

All Customers are required to register the intended physical location(s) of each of their VoIP devices when placing a Sales Order with TelNet. If you move any registered VoIP device, you must immediately update the Registered Address with the new physical



TELNET

location of the device(s). Calling 911 from an improperly registered number may subject you to a \$100 per call pass-through fee from the 911 administrator.

A. How to update Registered Location(s)

Please use the E911 tab on the TelNet Portal (https://portal.telnetww.com) to input the new location of each moved VoIP device. If you are unable to update your E911 location designations via the TelNet Portal, please Download the 911 Update form (http://telnetww.com/infosource/911updateform.xls), which is in Excel format and follow the directions on the form. You should only use the Excel 911 Update Form if you are unable to make the change via the TelNet Portal. If you are not able to update your registration by using either TelNet's Portal or the 911 Update Form, you may call 1-800-508-1254 and provide the update information.

B. Importance of Updating Location of VoIP devices

If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. Customers are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each VoIP device.

Please note: It may take a few days for the address update to take effect.

C. Customer's Obligation to Inform Users of Customer's VoIP devices

In addition, it is Customer's obligation to inform others at its premises who use Customer's VoIP service of the above VoIP 911 limitations. By signing this Notice, Customer acknowledges and agrees to perform this obligation.

D. Placement of stickers on Customer's VolP devices

TelNet will provide to Customer a set of stickers explaining when VoIP 911 Service may not be available. Customer hereby agrees to place the stickers on or near Customer's VoIP devices.

E. Obligation to Make any Needed Equipment Changes

You are also responsible for any equipment changes required to ensure compliance. (Example: You may need to have your equipment vendor update your phone system's outpulsed phone numbers to ensure proper identification of 911 calls.)

Section 3 - Limitation of Liability and Indemnification

Customer acknowledges and agrees that it is solely responsible for ensuring that an accurate and up-to-date registered address is maintained for each of customer's voip devices. Customer acknowledges that it understands that telnet disclaims any and all liability for any service outage or inability to complete emergency 911 calls from any customer line or customer premises or to access emergency service personnel. Customer shall protect, defend, indemnify, and hold harmless telnet, its officers, directors, employees, affiliates, contractors, and agents and any other service provider that furnishes services to customer in connection with the service, from any and all claims, lawsuits, losses, damages, liability, fines, penalties, costs, and expenses including, without limitation, attorney's fees and costs, arising from, or related to, any absence, failure, or outage of the service, including, without limitation, emergency 911 calling and/ or inability of customer or any customer employee, third person or party, or user of telnet's service to be able to call 911 or to access emergency service personnel. In no event shall telnet be liable to customer or any third party for incidental, indirect, consequential, exemplary, punitive, or special damages related to customer's (or any customer employee, agent, or contractor, or third person or third party or user of telnet's service) use of or inability to use e911 services.

Section 4 - Acknowledgment of Understanding of Contents of this Notice

signing, you certify that you have received and	understood this 911 and E911 Notice.
	WEXFORD COUNTY (401 North Lake Street)
Customer Signature	Account

The FCC's rules require us to keep a record on file showing that you have received and understood this 911 and E911 Notice. By



Letter of Agency-PRI

Contact Information WEXFORD COUNTY (401 North Lake Street)

Customer must provide	the following informat	on exactly	y as it appears on custome	er's most recent bill copy:	
Company	Name: WEXFORD C	OUNTY (401 North Lake Street)		
Full Addr	ess: 401 North Lake	Street Ca	dillac, MI 49601		
Contact F	Phone Number				
Contact Information Please inform us of any	•	es (e.g., d	change listing name, chan	ge listing type, additional lis	tings, etc.).
Phone number(s) to	be ported				
				☐ Additional numbers lis	sted on separate page
Comments/ Current	Provider				
		otions; inc	lude your current provider	for any phone numbers out	side of Michigan)
for purposes of ordering includes, without limitati not limited to local excha for specific service(s) fo designate only one serv requested for different p	changes and/or term on, the removal, addit ange, intraLATA toll, in r the phone number(s ice provider as our cal hone numbers, we mu	inating se ions to, or terLATA to listed ab rrier for ea ust fill out	rvice(s) for the designated rearrangement of any or oll, and/or international interove (e.g. local exchange, ach service for any one tele	thorizes TelNet Worldwide, phone number(s) listed ab all telecommunications serverexchange). The undersignintraLATA toll, and interLATA ephone number. If different hone number we wish to be hanging providers.	ove. This authorization vices (including, but ned understands that A toll service,) we may service providers are
			Janet Koch		
Authorized Signature			Print Name		Date



IP-PRI and **PRI** Checklist

Please answer the following questions, so that we can best serve your business communications needs.

Questions

How many DNIS digits does the PBX accommodate?	
	Customer/vendor to confirm
What is your DDI Signaling?	
What is your PRI Signaling?	
	Customer/vendor to confirm
What is the lead PRI Number?	
	Customer/vendor to confirm
What is your CNAM? (15 char. Max)	
	Customer/vendor to confirm
Please list any fax lines you'd like to include.	
	Customer/vendor to confirm
Please confirm that NO alarms, elevator lines, modems or credit card machines will be riding on T1:	
	Customer/vendor to confirm
Are you currently using international dialing?	
YES NO	Customer/vendor to confirm
Please confirm that we are doing the 1 Directory Listing: YES NO	
	Customer/vendor to confirm
For IP-PRI, what is the IP address of the ISP (TelNet or BYOB	
IP-PRI)?	Customer/vendor to confirm
BYOB Provider	
	Customer/vendor to confirm
Default Gateway	
	Customer/vendor to confirm



Subnet mask for the provided IP address

Customer/vendor to confirm





Wexford County Request for Board of Commissioner Action

Department: Friend of the Court

Submitted by: Sally J Randall

Subject: MGT agreement for CRP IV-D billing services

Committee: Finance

Committee Meeting Date: April 28 or May 13

BOC Meeting Date: May 19

Action Request (proposed motion for the Board to consider):

Need Board approval for increase in MGT billing services regarding the CRP IV-D Contract

Financial Information (note the total cost, if the cost is budgeted, if there will be any future costs, e.g., maintenance contracts, and any other information that would assist the commissioners with this decision):

SEE attached

Summary (explain why the action is necessary and the desired outcome after implementation):

MGT tracks and sends our monthly billings to the State of Michigan for reimbursement

Timeline (if request is approved at BOC meeting date noted above):

List of Attachments:

Copy of FOC Title IV-D Billing Contract Fee and State Reimbursement Spreadsheet

CONSULTING SERVICES AGREEMENT

By and Between Wexford County, Michigan, Friend of the Court and MGT of America, Inc.

THIS AGREEMENT is made this <u>27</u> day of <u>April</u> 2012, by and between Wexford County Friend of the Court ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide a Title IV-D Claiming service to the Client, including providing the following services:

- Prepare the Client's annual Title IV-D Cooperative Reimbursement Program (CRP) application for funding from the Michigan Department of Human Services – Office of Child Support (OCS).
- Prepare the monthly DHS-286 Invoices for claiming and all supporting documentation required for reimbursement under the Title IV-D (CRP).
- Develop and maintain all required depreciation schedules for equipment purchases over \$5,000.
- Assist the Client in selecting staff required to perform time studies and training identified staff in proper completion of time accounting documentation.
- Providing Client with periodic status of budgetary position and provide pro-active assistance in the preparation and presentation of all required budgetary amendments and line item transfers required by the OCS under terms specified.
- Provide technical assistance in response to any and all audits performed on the Client's CRP program, whether by the Client's auditor or the OCS auditor.
- Provide technical assistance to the Client as required to identify policies and procedures to assist in compliance with the various state and federal policies regarding the proper reporting and accounting for the Title IV-D Child Support program.

MGT shall also provide an automated time log processing service to the Client, including providing the following services:

Assist the client in the identification of those staff members required to participate in
the State of Michigan – Office of Child Support (OCS) daily time studies. Assisting
the Client in reviewing job descriptions, organization charts and other documents
used in the determination of the staff members covered by the time study mandate.
Develop the various categories to be identified by the time study and to be collected
by the client.

- Develop the data base necessary to track identified employees and the programs or tasks to be identified with the automated system. To "pre-populate" the automated timesheets for distribution prior to the beginning of the month covered by the subject timesheets.
- Provide phone support to the Client during the time period responding to any
 questions from either the Client or the Client's staff members regarding the
 subject timesheets and their proper completion.
- Upon receipt of the completed timesheets, MGT will process each sheet and identify
 the percentage of effort spent on the various identified programs of each employee
 subject to the guidance provided by the OCS and the Client.
- MGT will provide the Client with a monthly recap of the staff members covered by the time study including cumulative averages for use in the budget monitoring process and the any subsequent budget preparation calculations.
- Once time sheets are processed MGT will scan the original sheets and maintain the scanned images for a period of time as determined by the OCS for record retention

• 1.2 Timetable for Services.

The Services shall be performed and the product(s) of the services shall be delivered commencing on the above identified date and will be provided in such a manner to meet the State of Michigan — Office of Child Support's deadlines as shall be established by the State and adjusted by the State from time to time.

2. Compensation.

For its work under this Agreement, MGT shall be paid a fixed fee of \$5,200 per year for the Title IV-D Claiming and \$ 1.40 per timesheet processed for the automated time log processing service. This fee shall be paid on the following schedule:

2.1 Invoicing

The fee is payable at a rate of 25 percent of the annual fee per quarter. Invoices will be directly submitted to Client for approval.

MGT will render to Client one invoice per quarter for the fees specified herein, with payment due by thirty (30) days after each submission. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product or the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Term and Termination.

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination.

4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers

James Olson shall serve as Principal for point of contact and overseeing quality control for MGT under this Agreement.

Audrey VanAlst shall serve as Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous

6.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3. Subcontracting and Assignment.

MGT may use subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4. Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought in the Michigan state court having jurisdiction.

6.5. Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6. Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows

If to MGT:

MGT of America, Inc. Attn: James Olson, Principal 2343 Delta Road Bay City, Michigan 48706

If to Client:

Wexford County, Friend of the Court 401 N. Lake Street P.O. Box 285 Cadillac, MI 49601

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

By: (Mary) Wan alst

Name: Audrey D. Van Alst

As its: Friend of the Court

Address: 401 N. Lake St.

City/State/Zip: Cadillac, MI 49601

FEID: 38-6007337

WEXFORD COUNTY, MICHIGAN

MGT OF AMERICA, INC.

By: Mark Epstein

Name: Mark Epstein

As Its: Senior Partner

Address: 2343 Delta Road

City/State/Zip: Bay City, MI 48706

FEID: 59-1576733

FOC TITLE IV-D BILL	ING (CONTRAC	FEE AND STATE REIM	BURS	EMENT			
CURRENT CONT	TRACT		PROPOSED CONTRACT					
Amount:	\$	5,200	Amount:	\$	7,800			
Overall IV-D %:		94%	Overall IV-D %:		94%			
State Reimb:		66%	State Reimb:		66%			
Amount Reimb by State:	\$	3,226	Amount Reimb by State:	\$	4,839			
Annual Net County Costs:	\$	1,974	Annual Net County Costs:	\$	2,961			
Net Monthly County Costs:	\$	164.49	Net Monthly County Costs:	\$	246.74			
Monthly Difference in Net C	ounty	Costs:	Ś		82.25			

CONSULTING SERVICES AGREEMENT

By and Between Wexford County, Michigan Friend of the Court Office

and

MGT of America Consulting, LLC

THIS AGREEMENT is made this day,	, by and between Wexford County, Michigan, and
the Wexford County Friend of the Court Office ("Client"),	and MGT of America Consulting, LLC (MGT), a
Florida Company ("MGT").	

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide the following Title IV-D claiming services to the Client:

- Prepare the Client's annual Title IV-D Cooperative Reimbursement Program (CRP) application through EGrAMS for funding from the Michigan Department of Health and Human Services Office of Child Support (OCS).
- Prepare the monthly Title IV-D claiming invoices through EGrAMS with all supporting documentation required for reimbursement under the Title IV-D (CRP) program.
- Develop and maintain all required depreciation schedules for equipment purchases over \$5,000.
- Providing Client with periodic status of budgetary positions and provide pro-active assistance in the preparation and presentation of all required budgetary amendments and line-item transfers required by the OCS under terms specified by the State of Michigan.
- Provide technical assistance in response to all audits performed on the Client's CRP program, whether by the Client's auditor or the OCS auditor.
- Provide technical assistance to the Client as required to identify policies and procedures to assist in compliance with the various state and federal policies regarding the proper reporting and accounting for the Title IV-D Child Support program.
- Assistance with completing/submission of various reports in EGrAMS during the year including, but not limited to: User Verification Report, Tax Data Confidentiality Questionnaire, Obligation Report, Security Assessment, LIT's, Amendments, Annual CRP Budget.
- Guidance in setting up users in EGrAMS for approval and submissions.



MGT shall also provide an automated time log processing service to the Client, including providing the following services:

- Assist the client in the identification of those staff members required to participate
 in the State of Michigan Office of Child Support (OCS) daily time studies. Assisting
 the Client in reviewing job descriptions, organization charts and other documents
 used in the determination of the staff members covered by the time study mandate.
- Develop the various categories to be identified by the time study and to be collected by the client. Develop the data base necessary to track identified employees and the programs or tasks to be identified with the automated system. To "pre-populate" the automated timesheets for distribution prior to the beginning of the month covered by the subject timesheets.
- Provide phone support to the Client during the time period responding to any questions from either the Client or the Client's staff members regarding the subject timesheets and their proper completion.
- Upon receipt of the completed timesheets, MGT will process each sheet and identify the percentage of effort spent on the various identified programs of each employee subject to the guidance provided by the OCS and the Client.
- MGT will provide the Client with a monthly recap of the staff members covered by the time study including cumulative averages for use in the budget monitoring process and any subsequent budget preparation calculations.

1.2 Timetable for Services.

The Services shall be performed, and the product(s) of the services shall be delivered commencing on **January 1, 2022** and will be provided in such a manner to meet the State of Michigan – Office of Child Support's deadlines as shall be established by the State and adjusted by the State from time to time.

2. Compensation.

For its work under this Agreement, MGT shall be paid a fixed fee of \$ 7,200 per year for the Title IV-D Claiming and \$ 1.40 per timesheet processed for the automated time log processing service. The fees shall be paid on the following schedule:

2.1 Invoicing

MGT will invoice quarterly 25 percent of the annual fee set out above, plus the fee established above for processing timesheets during the quarter.

MGT will render to Client one invoice per quarter for the fees specified herein, with payment due by thirty (30) days after each submission. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product or the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Additional Services.

Additional services will be provided to the Friend of the Court Office as requested by the office. Any request for additional services will be made in writing and signed by each party, and will be included as an amendment to this agreement. Additional services will be billed at an hourly rate of \$ 185.00 per hour. MGT will invoice client monthly for any additional services, with payment due 30 days after each submission.

4. Term and Termination.

This agreement shall become effective on **January 1, 2022** and shall remain in effect until completion of, and full payment for, the Services. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination.

5. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

6. Project Managers

Gordon Stryker shall serve as Principal in Charge for point of contact and overseeing quality control for MGT under this Agreement.

Sally Randall & Sandy Huttenga shall serve as Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

7. Miscellaneous

7.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

7.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

7.3. Subcontracting and Assignment.

MGT may use subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

7.4. Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought in the Michigan state court having jurisdiction.

7.5. Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

7.6. Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America Consulting, LLC Attn: Gordon Stryker 2343 Delta Road Bay City, Michigan 48706 If to Client:

Wexford County, Friend of the Court Attn: Sally Randall 401 N. Lake Street Cadillac, MI 49601

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

WEXFORD COUNTY, MICHIGAN	MGT OF AMERICA CONSULTING, LL			
Ву:	Ву:			
Name:	Name: <u>J. Bradley Burgess</u>			
As its:	As its: Executive Vice President			
401 N. Lake Street Cadillac, MI 49601	2343 Delta Road Bay City, Michigan 48706			

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee

FOR MEETING DATE: May 19, 2021

SUBJECT: Wonderland Humane Society Memorandum of

Understanding

SUMMARY OF ITEM TO BE PRESENTED:

Wonderland Humane Society is requesting permission to use the garage of the Animal Shelter for spay/neuter purposes. A draft Memorandum of Understanding was created by Administration and presented to the Executive Committee while under review by legal counsel. Legal made some minor changes; the revised memorandum is attached for consideration.

RECOMMENDATION:

The Executive Committee proposes the full board approve the Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

This Memorandum is made and entered into on the date set forth below, by and between the County of Wexford (County), 437 E. Division, Cadillac, MI 49601 and Wonderland Humane Society, Inc. (Wonderland), PO Box 935, Cadillac, MI 49601.

- 1) County will provide temporary space in the Animal Shelter at 1406 6th Avenue, Cadillac, MI to allow Wonderland to hold a spaying/neutering clinic for cats and dogs (Clinic).
- 2) The Clinic will be held in the Animal Shelter garage no more than once a month at dates and times agreeable to the Wexford County Sheriff.
- 3) Any vehicles associated with the Clinic shall only park on the south side of the Animal Shelter.
- 4) Wonderland will provide and set up any necessary equipment for a spaying/neutering Clinic, and remove it at the conclusion of that day's Clinic.
- 5) The County will provide electricity for Wonderland to operate the Clinic.

COUNTY OF WEXFORD

- 6) Wonderland, while engaging in any activity pursuant to this Memorandum, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. Further, Wonderland shall not advocate nor assist in violating any laws of the United States or the State of Michigan.
- 7) It is expressly understood and agreed that Wonderland and its employees and volunteers shall not be, nor hold themselves out as, employees of the County.
- 8) Liability insurance covering Wonderland, its employees, and volunteers is required in the amount of \$1 million; proof of insurance must be provided to the County Administration Office.
- Officers, agents, and employees of Wexford County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from the Clinic Wonderland agrees to indemnify, defend and save harmless, the County, its officers, agents and employees from any and all claims and losses accruing or resulting from any negligent acts or omissions in connection with the Clinic. The County will be relieved from all risks of loss to equipment or personnel, except when such loss or damage is due to the fault or negligence of the County. Nothing in this section shall be construed as a waiver of the County's governmental immunity.
- 10) This Memorandum may be terminated immediately upon the discretion of the Wexford County Sheriff.

By:			
Dy.	Gary Taylor, Chair Wexford County Board of Commissioners	Date	
By:			
·	Trent Taylor, Wexford County Sheriff	Date	
WON	NDERLAND HUMANE SOCIETY, INC.		
By:			
-	Kathy Kirch, President	Date	
	Wonderland Humane Society Inc		

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee

FOR MEETING DATE: May 19, 2021

SUBJECT: Building Department Proposed Fee Increase

SUMMARY OF ITEM TO BE PRESENTED:

The Building Department is requesting consideration of an increase to their fee schedule. Most recent fee increases are the following: in 2017, a fee was approved to add the \$60.00 application fee, and in 2020, an address application fee of \$10.00 was added due to the changes in the address ordinance.

Attached is the proposed fee schedule along with the current fee schedule. Also, the Building Department researched fee schedules in other surrounding counties, which are also attached.

RECOMMENDATION:

The Executive Committee forwards a confirmation to the full board to approve the increase in fees for the Building Department.

(PROPOSED FEE SCHEDULE 4/29/2021)

WEXFORD COUNTY BUILDING DEPARTMENT BUILDING PERMIT FEES: WE ACCEPT CHECK OR CASH, NO CARDS.

APPLICATION FEE (Required for all building permits).	\$100.00
Address Application	
Dwellings (BOCA Modular), Additions	
Manufactured Homes	
Garages, Pole Buildings	
Commercial, Industrial	
Commercial Plan Reviews\$	
Remodel & Alterations (Commercial and Residential)	
Covered Porches	
Breezeways	
Finished Basements	
Demolition	
Foundation & Safety Inspection	
Re-inspection/Additional Inspection	
Decks	
Roof Replacement (New Shingles)	
Temporary Certificate of Occupancy	
Cell Towers	
Construction Board of Appeals Meeting	\$225.00
ACT 230 125.1510 Sec. 10(1)	
The State Construction Code requires a permit before any construc	ction is started.
If construction is started without first obtaining a permit, the follow	ving will apply in addition to
your permit fee:	
Investigative Inspection Fee	\$80.00
Administrative Fee	\$50.00
105.3.2	
A permit will be cancelled if no inspections are requested or perfordate of issue or the date of a pervious inspection. Cancelled permit reopened.	
All commercial projects must submit a plan review fee at the time the cost of the plan review if the project is terminated before the pe	
Maximum refund of 75% of any fee.	
	Revised: / /

(Current fee schedule) WEXFORD COUNTY BUILDING DEPARTMENT

BUILDING PERMIT FEES: WE ACCEPT CHECK OR CASH, NO CARDS. \$100.00 MINIMUM.

APPLICATION FEE	\$60.00
Address Application	\$10.00
Dwellings (BOCA Modular), Additions	
Manufactured Homes	
Garages, Pole Buildings	
Commercial, Industrial	_ 7
Remodel & Alterations	
Covered Porches.	
Breezeways	
Finished Basements	
Demolition	
Foundation & Safety Inspection	\$40.00
Re-inspection	
Decks	
Temporary Certificate of Occupancy	\$100.00
Cell Towers	\$350.00
Commercial Plan Reviews: \$70.00 plus 3 cents per sq. ft.	
Construction Board of Appeals Meeting	\$225.00
ACT 230 125.1510 Sec. 10(1)	
The State Construction Code requires a permit before any construction is started without first obtaining a permit, the foll addition to your permit fee:	owing will apply in
Investigative Inspection Fee	\$80.00
Administrative Fee	\$50.00
105 3 2	

105.3.2

A permit will be cancelled if no inspections are requested or performed within 6 months of the date of issue or the date of a pervious inspection. Cancelled permits will not be refunded or reopened.

All commercial projects must submit a plan review fee at the time of application. This will cover the cost of the plan review if the project is terminated before the permit is issued.

Maximum refund of 75% of any fee.

Revised: 10/04/2020

KalkakaBenzie-V
Osceola-V
Lake-V
Missaukee-V
Grand Traverse-V

Bldg. Fee Schedules Missaukee County

Building Department Fee Charges

Application Fee \$100.00

Re-inspection fee \$50.00 each

Residential (new Construction

Additions, remodel, etc.) .17cents/sq.ft

Mobile home/Modular .17cents/sq.ft

Detached Garage- (Storage Building,

Pole Barns, etc.) .15cents/sq.ft

Industrial/Business (New Additions

Renovation/remodels, etc .20 cents/sq.ft

Plan Review \$70.00 +.03/sq.ft

Demolition \$50.00 ea.

Tower \$450.00 ea.

Temporary Certification \$50.00 ea.

Appeals Hearing \$225.00 ea.

Investigation Inspection \$100.00 ea.

LAKE COUNTY BUILDING PERMIT FEE SCHEDULE

ALL BUILDING PERMIT FEES ARE SUBJECT TO PLAN REVIEW FEES

EFFECTIVE FEBRUARY 8, 2016, AN ADDITIONAL \$35.00 MINIMUM FEE FOR ALL NEW CONVENTIONAL RESIDENTIAL HOMES WILL BE CHARGED FOR PLAN REVIEW BASED ON 2015 MRC CAPTER 11 ENERGY EFFICIENCY.

0	RESIDENTIAL: Includes all residential in R-1, R-2, R-3 and R-4. New Homes, Additions, and ALL Alterations. -Base Fee
0	MOBILE & MODULAR HOMES: Includes all residential in R-1, R-2, R-3 and R-4. Additions and ALL Alterations. -Base Fee
	-ADD \$40.00 FOR UNFINISHED BASEMENTS ON ANY OF THE ABOVE.
0	GARAGES, NON COMMERCIAL, POLE BARNS, STORAGE SHEDS, DECKS AND NONENCLOSED PORCHES: Includes all S-1 and S-2. Additions and ALL Alterations. -Base Fee \$90.00 Per square foot \$.15 -Total fee includes up to two to three inspections.
0	HANDICAP RAMPS: Under 300 sq. ft
0	A, B, I, & M use groups. Additions and ALL Alterations. -See separate commercial fee chart -Total fee includes up to four scheduled inspections.
8	RESIDENTIAL AND COMMERCIAL ROOFING FEES: -Application Fee
4	WIRELESS COMMUNICATION TOWER FEES \$ 385.00 (plus plan review of \$117.00)
Ę	Boarding Houses in B, R-1 & R-2 use groups. Additions and ALL Alterations. -Application Fee

PLAN REVIEWS:

Commercial & Multi Family: 1/3 building permit fee. \$30.00 Residential: 2,000 - 3,500 sq. ft. - \$30.00 flat rate for all building applications

Residential: Over 3,500 sq. ft. -1/3 building permit fee

DEMOLITION:

-Includes all permits which are required by any building demolition.

-Total fee includes one inspection.

CHIMNEYS:

-Includes all single and double flue chimneys (regardless of size) \$ 80.00

-Total fee includes up to two inspections.

* ROOF OVER EXISTING STRUCTURE (TWO OR MORE INSPECTIONS):

Includes all roofs built over a mobile homes and travel trailers.

Also includes pavilions. (Does not include roof replacements.)

ALL ADDITIONAL INSPECTIONS WILL BE GIVEN AT \$65.00 PER INSPECTION.

FENCES: A Building Permit is required for a fence that is more than 6 feet high, and a retaining wall that is more than 4 feet high.

\triangleright	Residential fence and retaining wall less than 1000 lineal feet	\$	75.00
1	Residential fence and retaining wall over 1000 lineal feet	\$	150.00
	Residential Telice and Telahining wait over 1000 initial feet	ς.	150.00
	Commercial/Game fence and retaining wall less than 1000 lineal feet.	Ψ.	
\triangleright	Commercial/Game fence and retaining wall over 1000 lineal feet	\$.	300.00

AFTER-THE-FACT AND CHANGE OF USE VIOLATION FEE: If you build without a permit and/or change the use of your structure, the additional fees listed below will be applied to your building permit fee for

	Unscheduled Site Inspection		105.00 87.50
	Certified & Return Receipt Mailing Fee	\$	6.56
	Second Certified & Return Receipt		
	mailing fee (if needed)	\$	70.00
*	Real Estate request letter accompany by		
	Certificate of Occupancy	. \$	100.00 and time spent
*	Certificate of Occupancy request for		
	expired permits		

❖ Construction Board of Appeals Hearing \$ 400.00

Search Fee: \$15.00 deposit plus \$25.00 minimum per hour in 15 minutes increments (\$5.00 minimum) and 50 cents per year to current year and 50 cents per page.

Use **Group Classifications:** R-1, R-2, R-3 & R-4 (Residential 1 & 2 Family). S-1 & S-2 (Storage). A (Assembly), B (Business), I (Institutional) and M (Mercantile).

Permits are in effect for a 180-day increment and can be extended in a 180-day increment for an administrative fee of \$75.00.

Manutel County

BUREAU OF CONSTRUCTION CODES
PERMIT AND INSPECTION FEE SCHEDULE

ESTABLISHED UNDER THE STILLE-DEROSSETT-HALE STATE CONSTRUCTION CODE ACT, 1972 PA 230, MCL 125.1501 ET SEQ.

BUILDING PERMIT FEE SCHEDULE

The total cost of improvement is based on the Bureau of Construction Codes Square Foot Construction Cost Table. Plan review fees for use groups R-3 and R-4 only are included in this computation. Premanufactured unit fees are based upon 50% of the normal on-site construction permit fee. The first \$100.00 of an application fee is non-refundable.

permit fee. The first \$100.00 of all application fee to their research	
\$75.00 (includes one inspection only) \$75.00 (includes one inspection only) \$75.00 plus \$10 per \$1,000 over \$1,000 over \$1,000 over \$10,000 over \$10,000 over \$10,000 over \$100,000 ov	
All work not involving a square foot computation: Plan review and administration base fee	
Additional inspection	
Special inspection (pertaining to sale of building)	
Demolition: Plan review and administration base fee	
Certificate of Occupancy	

Approved by Construction Code Commission – February 13, 2013 Established by Director, Department of Licensing and Regulatory Affairs – February 26, 2013 Effective Date - April 1, 2013

BUREAU OF CONSTRUCTION CODES SQUARE FOOT CONSTRUCTION COST TABLE

To be used with the Bureau of Construction Codes <u>Building Permit and Plan Review Fee Schedules</u> for computation of the "Total Cost of Improvement". The table below outlines the base cost per square foot for any given Use Group/Type of Construction combination. Unfinished basements must be computed separately at 20% of table cost. These figures are not intended to reflect actual cost of construction, but are only used as a basis for determination of fees related to services rendered for projects.

USE GROUP	(2009 Michigan Building Code)				TYPE OF	CONSTR	UCTION			
<u> </u>		I۸	ΙΒ	11/4	118	IIIA	IIIB	ΙV	VA	VB
Λ-1	Assembly, theaters, with or without stage	176.44	169.93	165.20	157.56	146.98	142.20	151.76	132.98	127.07
A-2	Assembly, nightclubs, restaurants, bars, banquet halls	151.03	146.72	141.70	136.83	127.57	124.97	131.74	115.44	113.02
A-3	Assembly, religious worship buildings, general, community halls, libraries, museums	178.16	171.65	166.92	159.28	148.82	144.24	153.47	134.83	128.91
Λ-4	Assembly, arenas	175.54	169.03	163.40	156.66	145.18	141.50	150.86	131.18	126.17
A-5	Assembly, bleachers, grandstands, stadiums	156.59	150.08	144.45	137.72	125.75	122.53	131.91	112.21	107.20
В	Business	155.28	149.60	144.52	137.45	124.67	120.03	131.78	109.55	104.34
<u> </u>	Educational	163.53	157.90	153.20	146.21	136.19	128.91	141.11	118,49	114.47
F-1	Factory and industrial, moderate hazard	92.97	88.61	83.30	80.08	71.35	68.29	76.52	58.88	55.23
F-2	Factory and industrial, low hazard	92.07	87.71	83.30	79.18	71.35	67.39	75.62	58.88	54.33
11-1	High Hazard, explosives	87.11	82.75	78.34	74.22	66.57	62.61	70.66	54.10	N.P.
11234	High Hazard	87.11	82.75	78.34	74,22	66.57	62.61	70.66	54.10	49.55
11-5	НРМ	155.28	149.60	144.52	137.45	124.67	120.03	131.78	109.55	104.34
1-1	Institutional, supervised environment	154.20	148.79	144.63	138.36	127.07	123.71	134.85	114.01	109.95
1-2	Institutional, hospitals, nursing homes	263.67	257.99	252.91	245.84	232.14	N.P.	240.17	217.03	N.P.
l-3	Institutional, restrained	176.87	171.19	166.11	159.04	147.61	142.08	153.37	132.50	
1-4	Institutional, day care facilities	154.20	148.79	144.63	138.36	127.07	123.71	134.85	114.01	109.95
М	Mercantile	113.22	108.91	103.89	99.02	90.41	87.80	93.93	78.28	75.86
R-1	Residential, hotels and motels	155.54	150.13	145.97	139.70	128.56	125.20	136.34	115.49	111.44
R-2	Residential, multiple family including dormitories, convents, monasteries	130.40	124.99	120.83	114.56	104.04	100.68	111.82	90.97	86.92
R-3	Residential, one- and two-family	122.74	119.39	116.36	113.47	108.94	106.23	109.87	101.79	95.34
R-4	Residential, care/assisted living facilities	154.20	148.79	144.63	138.36	127.07	123.71			
S-I	Storage, moderate hazard	86.21	81.85	76.54	73.32	64.77	61.71	69.76	52.30	48.65
S-2	Storage, low hazard	85.31	80.95	76.54	72.42	64.77	60.81	68.86	52.30	47.75
U	Utility, miscellaneous	64.61	61.02	57.11	53.93	48.40	45.26	51.34	37.85	35.85

Approved by Construction Code Commission – February 13, 2013 Established by Director, Department of Licensing & Regulatory Affairs – February 26, 2013 Effective Date – April 1, 2013

OSCEOLA COUNTY BUILDING PERMIT FEE SCHEDULE

Established under the Stille-Derossett-Hale State Construction Code Act, 1972 PA 230, MCL 125.1501 ET SEQ. (These fees stay current to the Bureau of Construction Codes Square Foot Construction Cost Table)

Premanufactured unit fees are based upon 50% of the normal on-site construction permit fee. Unfinished basements fee are based upon 20% of on-site construction cost. Walkout 50% Finished basements are at full price

The total cost of improvement is based on the Bureau of Construction Codes Square Foot Construction Cost Table adopted by the Osceola County Commissioners on 6-18-2013 effective 7-1-2013

The first \$100.00 of an application fee is non-refundable

Construction Value

to \$1,000 (includes one inspect \$1,000 to \$10,000 \$10,001 to \$100,000 \$100,001 to \$500,000 \$500,000 plus	ion only\$75.00 plus \$10 per \$1,000 o \$165.00 plus \$3 per \$1,000 o \$435.00 plus \$2 per \$1,000 ove \$1,235.00 plus \$3 per \$1,000 ove	ver 10,000 r \$100,000
All work not involving a square foot c Plan review and administration base plus \$100.00 for each additional insp	fee	\$100.00
Additional inspections		\$100.00
Special Inspection (pertaining to the	sale of building)	\$100.00
Demolition:		\$100.00
Certificate of Occupancy		\$50.00
Handicap Ramp w/landing	up to 100 sq feet of deck or landing no char	\$50.00
Postage & Handling Fee		\$2.00
Internet applications	plumbing, electrical and mechanical	\$2.00
Residential fence and retaining walls Residential fence and retaining walls Commercial/Game fence and walls Commercial/Game fence and walls	less than 1000 lineal feet over 1000 lineal feet less than 1000 lineal feet over 1000 lineal feet	\$75.00 \$150.00 \$150.00 \$300.00

(2012 International Building Code)	IA I	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
Group (2012 International Building Code)	214,15	206.92	201.66	193.17	181.41	176.32	186.72	165.85	159.28
A-1 Assembly, theaters, with stage	196.04	188.81	183.56	175.06	163.31	158.22	168.62	147.76	141.18
A-1 Assembly, theaters, without stage	168.81	164.02	159.44	153.03	143.74	139.85	147.38	130.27	126.58
A-2 Assembly, nightclubs		163.02	157.44	152.03	141.74	138.85	146.38	128.27	125.58
A-2 Assembly, restaurants, bars, banquet halls	167.81	190.72	185.47	176.97	165.36	160.27	170.53	149.81	143.23
A-3 Assembly, churches	197.95	190.72	100.47	170.57	100.00	700121			
A-3 Assembly, general, community halls,	405.60	158.39	152.13	144.64	132.00	127.91	138.19	116.44	110.87
libraries, museums	165.62	187.81	181.56	174.06	161.31	157.22	167.62	145.76	140.18
A-4 Assembly, arenas	195.04			152.72	138.52	133.37	146.42	121.73	115.93
B Business	172.54	166.23	160.58	162.46	151.32	143.23	156.78	131.65	127.18
E Educational	181.70	175.44	170.22		79.28	75.88	85.02	65.42	61.37
F-1 Factory and industrial, moderate hazard	103.30	98.45	92.55	88.98	79.28	74.88	84.02	65.42	60.37
F-2 Factory and industrial, low hazard	102.30	97.45	92.55	87.98		69.57	78.51	60.11	N.P.
H-1 High Hazard, explosives	96.79	91.94	87.04	82.47	73.97		78.51	60.11	55.06
H234 High Hazard	96.79	91.94	87.04	82.47	73.97	69.57	146.42	121.73	115.93
H-5 HPM	172.54	166.23	160.58	152.72	138.52	133.37		126.68	122.17
I-1 Institutional, supervised environment	171.33	165.32	160.70	153.74	141.19	137.46	149.84	241.14	N.P.
I-2 Institutional, hospitals	292.97	286.66	281.01	273.15	257.93	N.P.	266.85	151.70	N.P.
I-2 Institutional, nursing homes	202.53	196.21	190.57	182.71	168.50	N.P.	176.41		139.42
I-3 Institutional, restrained	196.53	190.21	184.57	176.71	164.01	157.86	170.41	147.22	122.17
I-4 Institutional, day care facilities	171.33	165.32	160.70	153.74	141.19	137.46	149.84	126.68	84.29
M Mercantile	125.80	121.01	115.43	110.02	100.45	97.56	104.37	86.98	
R-1 Residential, hotels	172.82	166.81	162.19	155.22	142.85	139.11	151.49	128.33	123.82
R-2 Residential, multiple family	144.89	138.87	134.26	127.29	115.60	111.87	124.24	101.08	96.58 105.93
R-3 Residential, one- and two-family	136.37	132.66	129.29	126.07	121.04	118.03	122.07	113.10	
R-4 Residential, care/assisted living facilities	171.33	165.32	160.70	153.74	141.19	137.46	149.84	126.68	122.17
S-1 Storage, moderate hazard	95.79	90.94	85.04	81.47	71.97	68.57	77.51	58.11	54.06
S-2 Storage, low hazard	94.79	89.94	85.04	80.47	71.97	67.57	76.51	58.11	53.06
U Utility, miscellaneous	71.79	67.80	63.46	59.92	53.77	50.29	57.04	42.06	39.83

OSCEOLA COUNTY SQUARE FOOT CONSTRUCTION COST TABLE

(These fees stay current to the Bureau of Construction Codes Square Foot Construction Cost Table)

	(These fees stay current to the	Bureau c	of Constru	ction Cod	ies Squar	e Foot C	msuucuc	ni Cost i	abie)	
USE	(2009 Michigan Ruilding Code)				TYPE OF	CONSTR	UCTION			
GROUP	(2009 Michigan Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with or without stage	176.44	169.93	165.20	157.56	146.98	142.20	151.76	132.98	127.07
A-2	Assembly, nightclubs, restaurants, bars, banquest halls	151.03	146.72	141.70	136.83	127.57	124.97	131.74	115.44	113.02
A-3	general, community halls, libraries, museums	178.16	171.65	166.92	159.28	148.82	144.24	153.47	134.83	128.91
A-4	Assembly, arenas	175.54	169.03	163.40	156.66	145.18	141.50	150.86	131.18	126.17
A-5	Assembly, bleachers, grandstands, stadiums	156.59	150.08	144.45	137.72	125.75	122.53	131.91	112.21	107.20
В	Business	155.28	149.60	144.52	137.45	124.67	120.03	131.78	109.55	104.34
E	Educational	163.53	157.90	153.20	146.21	136.19	128.91	141.11	118.49	114.47
F-1	Factory and industrial, moderate hazard	92.97	88.61	83.30	80.08	71.35	68.29	76.52	58.88	55.23
F-2	Factory and industrial, low hazard	92.07	87.71	83.30	79.18	71.35	67.39	75.62	58.88	54.33
H-1	High Hazard, explosives	87.11	82.75	78.34	74.22	66.57	62.61	70.66	54.10	N.P.
H234	High Hazard	87.11	82.75	78.34	74.22	66.57	62.61	70.66	54.10	49.55
H-5	НРМ	155.28	149.60	144.52	137.45	124.67	120.03	131.78	109.55	104.34
I-1	Institutional, supervised environment	154.20	148.79	144.63	138.36	127.07	123.71	134.85	114.01	109.95
I-2	Institutional, hospitals, nursing homes	263.67	257.99	252.91	245.84	232.14	N.P.	240.17	217.03	N.P.
i-3	Institutional, restrained	176.87	171.19	166.11	159.04	147.61	142.08	153.37	132.50	125.48
1-4	Institutional, day care facilities	154.20	148.79	144.63	138.36	127.07	123.71	134.85	114.01	109.95
М	Mercantile	113.22	108.91	103.89	99.02	90.41	87.80	93.93	78.28	75.86
R-1	Residential, hotels and motels Residential, multiple family including	155.54	150.13	145.97	139.70	128.56	125.20	136.34	115.49	111.44
R-2	dormitories, convents, monasteries	130.40	124.99	120.83	114.56	104.04	100.68	111.82	90.97	86.92 95.34
R-3	Residential, one-and-two family	122.74	119.39	116.36	113.47	108.94	106.23	109.87	101.79	109.95
R-4	Residential, care/assisted living facilities	154.20	148.79	144.63	138.36	127.07	123.71 61.71	134.85 69.76	52.30	48.65
S-1	Storage, moderate hazard	86.21	81.85	76.54	73.32	64.77 64.77	60.81	68.86	52.30	47.75
S-2	Storage, low hazard	85.31	80.95	76.54 57.11	72.42 53.93	48.40	45.26	51.34	37.85	35.85
U	Utility, miscellaneous, DECKS Example	64.61	61.02	57.11	55.55	40.40	40.20	01.04	0,,,,,	1820 Total Total Service Sel
	•								26	4.00
	30x40 Post constructed/garage									7.00
	24x24 Post constructed/garage									8.00
	24x32 Post constructed/garage	;								5.00
	14x70 Mobile									8.00
	16x80 Mobile		annli	•						5.00
	Cell tower 3 inspections, plan	review	, appili	•						

Osceola County Plan Review Fees

Established under the Stille-Derossett-Hale State Construction Code Act, 1972 PA 230, MCL 125.1501 ET SEQ.

BUILDING VALUATION*

<u>FEE</u>

\$0-\$500,000 Over \$500,000	0.0013 of building valuation but not less than \$125.00 \$650.00 plus 0.0003 of building valuation over \$500,000						
*Based on the Bureau of Construction Codes square foot construction cost table. (See Attached)							
The first \$125.00 of an application is non-refund	able. (Minimum fee)						
Mechanical, Plumbing, Electrical (each code)	25% of Building Code Review Fee						
Barrier Free Design, Energy (if separate reviews	s)25% of Building Code Review Fee						
Review of Alterations, Remodeling & Subminnsions Where NO SQUARE FOOTAGE CALCULATIONS are available	\$125.00 Per Hour- 1 Hour Minimum						
Consulting Services	\$125.00 Per Hour- 1 hour Minimum						

oproved by the Osceola County Board of Commissioners on 9-17-19
Effective 10-1-2019

Benzie County

BUILDING PERMIT FEES

RESIDENTIAL ONE-AND TWO-FAMILY

DETERMINANT*	FEE
0 - 1,000 1,000 - 10,000	\$ 50.00 \$ 50.00 + \$9.00 / 1,000 over
1,000	\$130.00 + \$2.50 / 1,000 over
10,000 100,001 - and up	\$355.00 + \$2.00 / 1,000 over
100,000 Michigan Approved Home HUD Approved Home on basement HUD Approved Home on slab	Per Construction Cost Table (CCT) \$160.00 + CCT \$160.00 (Private Property or In
Park) Demolition	\$ 50.00 per occurrence

For work not involving square foot computation, \$50.00 base fee plus \$50.00 per inspection, or the estimated cost of the project used as determinant, whichever yields the greater fee.

* The determinant is calculated based on the "Bureau of Construction Codes Square Foot Construction Cost Table" (CCT), which became effective April 1, 2010. The CCT is hereby adopted by reference, and will automatically update upon the effective date of a revised CCT, or other subsequent document establishing a construction costs or otherwise serving as a basis for calculation of building permit fees collected by the State of Michigan. Commercial demolition will be based on the State of Michigan fee schedule in effect at the time of application.

REINSPECTION CHARGE (per inspection) SPECIAL SERVICES (per hour) INVESTIGATION FEE (per hour)	\$ 55.00 \$ 55.00 \$ 55.00
(CHARGED FOR WORK STARTED WITHOUT A PERMIT) Single Inspection Permit Fee	\$55.00

BUILDING PERMIT FEES

COMMERCIAL FEE SCHEDULE

BUILDING PERMIT FEE CALCULATION (Based on determinant* value):

DETERMINANT*	FEE	
0 - 1,000 1,001 - 10,000 10,001 and up	\$	50 50 + \$1.00 / 100 over 1,000 \$2.50 / 1,000 over 10,000

BUILDING PERMIT PLAN REVIEW FEE (Based on determinant* value):

DOZZDZNO ZZZCZZ ZZZZ		
DETERMINANT*	FEE	
0 - 500,000	\$ 1.20 / 1,000	500.000
500,001 - and up	\$600.00 + \$0.20 /	1,000 over 500,000

* The determinant is calculated based on the "Bureau of Construction Codes Square Foot Construction Cost Table" (CCT), which became effective April 1, 2010. The CCT is hereby adopted by reference, and will automatically update upon the effective date of a revised CCT, or other subsequent document establishing a construction costs or otherwise serving as a basis for calculation of building permit fees collected by the State of Michigan. Commercial demolition will be based on the State of Michigan fee schedule in effect at the time of application.

REINSPECTION CHARGE (per inspection)	\$ 55.00
	\$ 55.00
SPECIAL SERVICES (per hour)	\$ 55.00
INVESTIGATION FEE (per hour)	\$ 55.00
(CHARGED FOR WORK STARTED WITHOUT A PERMIT)	
Single Inspection Permit Fee	\$55.00

BUREAU OF CONSTRUCTION CODES SQUARE FOOT CONSTRUCTION COST TABLE

To be used with the Bureau of Construction Codes <u>Building permit and Plan Review Fee Schedules</u> for computation of the "Total Cost of Improvement". The table below outlines the base cost per square foot of any given Use Group/Type of Construction combination. Unfinished basements must be computed separately at 20% of table cost. These figures are not intended to reflect actual cost of construction, but are only used as a basis for determination of fees related to services rendered for projects.

E GROUP	(2006 Michigan Building Code)				TYPE OF	CONSTRU	JCTION			
		1A	1B	IIA:	(18	IIIA	IIIB	IV	VA	VB
A-1 (a)	Assembly, theaters, with stage	155.99	150.96	147.45	141-26	132,98	129,06	136,74	121.33	116.86
A-1 (b)	Assembly, theaters, without stage	141,28	138.24	132,73	126,54	118.30	114.37	122.03	106.64	102.17
	Assembly, nightclubs, restaurants, bars, barquet halls	119.51	118,13	112.40	106,52	101.55	99.42	104.99	91,94	89,56
A-2 A-3	Assembly, religious worship buildings, general, community halis, libraries, museums	143.79	138.78	135.25	129.06	120.79	116,87	124.54	109.14	104.87
A-4	Assembly, arenas	140.53	135,49	131.23	125.79	116.80	113,62	121.28	105.14	.101.42
A-5	Assembly, bleachers, grandstands, stadiums	121.58	116.54	112.28	106,85	97.37	94.65	102.33	86.17	82,45
В	Business	120,83	116.48	112.75	107,43	97,75	94,04	103,22	85.66	82.10
E	Educational	132,19	127.73	124.10	118,69	111.24	105.58	114.77	97.90	94,21
F-1	Factory and industrial, moderate hazard	73.28	69.80	65.91	63.72	57.07	54,53	61.15	47.00	44.43
F-2	Factory and industrial, low hazard	72.61	69:15	65.91	62.97	87.07	53.78	60.40	47.00	43.68
H-1	High Hazard, explosives	68.62	85,26	62.03	69.08	53,33	50,04	56.52	43.25	N.P.
H2,3,4	High Hazard	68.62	65.26	62.03	89,08	53,33	50,04	58.52	48.25	39,93
H-5	HPM	120,83	116,48	112,75	107.43	97.76	94.04	103.22	88.68	82.10
I-1	Institutional, supervised environment	120,99	116.84	113.71	109,10	101.86	99.07	110.10	92.20	88.58
1-2	Institutional, hospitals, nursing homes	203.35	199,00	195.27	189.95	179.72	N.P.	185.74	167.69	N.P.
1-3	Institutional, reptrained	438.87	134.52	130.78	125.48	116,75	112.29	121.27	104.66	N.P.
1-4	Institutional, day gare facilities	120.99	116.84	113.71	109.10	101.88	99,07	110.10	92.20	88.58
. M	Mercantile	89,43	86.05	82.32	78,74	71.96	69.83	74.91	62.35	59.96
R-1	Residential, hotels and motels	122.58	118.43	115,29	110.68	103.27	100.47	111,51	93.61	89.99
R-2	Residentiel, multiple family including domitories, convents, monasteries	102.73	98,58	95,45	, 90,63	83,51	80.72	91.78	73.85	70.24
R-3	Residential, one- and two-family	97,48	84.78	92.45	80,01	88.71	84.46	88,52	81,25	78.46
R-4	Residential, care/assisted living facilities	120.99	118.84	113,71	109.10	101.88	99,07	110.10	92,20	88.88
8-1	Storage, moderate hazard	67.87	84.51	60.63	58,33	51.83	49,29	65.77	41.75	39.1
S-2	Storege, low hazerd	67.12	83.78	60,63	87.58	51,83	48.54	66,02	41,75	38.40
U	Utility, miscellaneous	51.83	49.00	46.08	43.78	39.53	36,86	41.31	31.21	29.70

Approved by Construction Code Commission - January 6, 2010 Established by Director, Department of Energy, Labor & Economic Growth - January 15, 2010 Effective Date - April 1, 2010

RESIDENTIAL TRADE PERMIT FEES

ELECTRICAL	
Single Inspection Permit Fee Service Upgrade (1-Inspection) Addition/Remodel (2-Inspections) Addition/Remodel with Service Upgrade (3-Inspections) New Residence (3-Inspections)	\$ 77.00 \$ 77.00 \$160.00 \$215.00 \$215.00
MECHANICAL Single Inspection Permit Fee Addition/Remodel (2-Inspections) Addition/Remodel W/Underground (3-Inspections) New Residence (3-Inspections)	\$ 77.00 \$160.00 \$215.00 \$215.00
PLUMBING Single Inspection Permit Fee Addition/Remodel (2-Inspections) New Residence (3-Inspections)	\$ 77.00 \$160.00 \$215.00

REINSPECTION CHARGE (per inspection)	\$ 55.00
SPECIAL SERVICES (per hour)	\$ 55.00
INVESTIGATION FEE (per hour)	\$ 55.00
(CHARGED FOR WORK STARTED WITHOUT A PERMIT)	

COMMERCIAL ELECTRICAL PERMIT FEES

Plan review, administration base fee and all required and final inspections	\$110.00
Services: Thru 200 amp.	\$ 11.00
200 amp thru 600 amp	\$ 16.50
600 amp thru 800 amp	\$ 22.00
800 amp and over	\$ 27.50
-	\$ 5.50 each
Circuits	\$ 6.60 each
Lighting Fixtures per 25 and fraction of	\$ 5.50 each
Dishwasher, Garbage disposal & range hood	\$ 5.50 each
Furnace unit heater	\$ 4.40 each
Electrical heating units (baseboard)	\$ 7.70 each
Power Outlets (including ranges, dryers, etc.	\$ 11.00 each
Signs per circuit Feeders	\$ 6.60 each
Mobile Home Park Sites	\$ 6.60 each
Recreational Vehicle Park Sites	\$ 4.40 each
K.V.A. or H.Peach unit up to 20 K.V.A./H.P.	\$ 6.60
21 to 50 K.V.A. or H.P.	\$ 11.00
51 K.V.A. or H.P. and over	\$ 13.20
Fire Alarm-up to 10 stations and horns	\$ 55.00
11 to 20 stations and horns	\$100.00
over 21 stations and horns	\$ 5.50 each
Data/Telecommunications Outlets	,
1 - 19 devices	\$ 5.50 each
20 - 300 devices	\$110.00
over 300 devices	\$330.00
OVET 200 GEATORS	

NOTE: For specific equipment types not described above, the fee collected will be based upon the State of Michigan fee schedule in effect at the time of application plus 10%.

COMMERCIAL MECHANICAL PERMIT FEES

Plan review, administration base fee and all required and final inspections	\$1	110.00		
Gas/Oil burning equipment new and/or conversion units	\$	33.00	each	
Chimney, factory built (Class A)		27.50		
Duct System/Hydronic Piping	\$	27.50		
Solar Equipment System and piping system		22.00		
Gas Piping (New Installation)		5.50		
Exhaust Fan/Power Exhaust		5.50		
Flue damper/vent damper	\$	5.50	each	
L.P.G. & Fuel oil tanks, piping fee included	\$	22.00	each	
Central Air Conditioning and Heat Pump	\$	33.00	each	
Piping Systems (incl. process Piping) Minimum \$27.50	\$	0.06	per :	Eoot
Air Handlers/Heat Wheels - Under 10,000 CFM	\$	22.00	each	
Air Handlers/Heat Wheels - Over 10,000 CFM	\$	16.50	each	
Commercial Hoods	\$	66.00	each:	
Heat Recovery Units	\$	11.00	each	
V.A.V. Boxes	\$	11.00	each	
Unit Ventilators	\$	11.00	each	
Unit Heaters (terminal units)		16.50		
Fire Suppression/Protection - Minimum \$22.00	\$	0.83	per 1	head
Evaporator coils	\$	33.00	each	
Refrigeration (split system)	\$	33.00	each	
Chiller	•	33.00		
Cooling Towers	,	33.00		
Compressor	\$	33.00	each	

NOTE: For specific equipment types not described above, the fee collected will be based upon the State of Michigan fee schedule in effect at the time of application plus 10%.

COMMERCIAL PLUMBING PERMIT FEES

Plan review, administration base fee and all required and final inspections	\$1	110.00
Fixtures, water connected appliances, floor drains, special drains, mobile home	\$	5.50 each
unit site	ċ	3.30 each
Stacks (Soil, waste, vent, conductor)		
Sewers (sanitary, storm or combined)	Ş	5.50 each
Water Service	\$	11.00 each
Connection building drain/building sewer	\$	5.50 each
Sub-soil drains	\$	5.50 each
Sewage ejectors, manholes, sumps	\$	5.50 each
Water distributing pipe system, less than 1"	\$	11.00 each
Water distributing pipe system, 1" or greater	\$	22.00 each
Reduced pressure zone backflow preventer	\$	55.00 each
Medical Gas System	\$	49.50 each

NOTE: For specific equipment types not described above, the fee collected will be based upon the State of Michigan fee schedule in effect at the time of application plus 10%.



CONSTRUCTION CODES

2650 LAFRANIER RD TRAVERSE CITY, MI 49685 231-995-6044 CODES@GTCOUNTYMI.GOV

Grand Traverse County Construction Codes

BUILDING FEE SCHEDULE

Effective August 17, 2020

One and two family dwellings, townhomes and additions:

Calculated construction value per existing ICC table times \$3.73 per \$1,000. Example: \$200,000.00 of calculated value would be $200 \times \$3.73 = \746

Pre-Manufactured 1 & 2 family and HUD Code Homes:

Calculated construction value per existing ICC table times \$2.10 per \$1,000. Example: $$200,000.00 \text{ of calculated value would be } 200 \times $2.10 = 420

Pole Buildings, detached garages and decks:

Calculated construction value per existing ICC table times \$10.71 per \$1,000. Example: \$30,000 of calculated value would be $30 \times $10.71 = 321.30

Commercial:

Calculated construction value per existing ICC table times \$5.52 per \$1,000. Example: $$200,000.00 \text{ of calculated value would be } 200 \times $5.52 = $1,104$

Note: All categories have a minimum permit fee of \$165.00 regardless of construction value.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee

FOR MEETING DATE: May 19, 2021

SUBJECT: Resolution 21-17 Supporting the Marine Safety Program

Grant Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Resolution 21-17, supports the 2021 Marine Safety Program Grant Agreement which is attached for consideration along with the grant agreement. This federal grant will cover 100% of total eligible costs toward completing the work listed, not to exceed \$10,900 which is \$3,500 more than last year's grant. A local match is NOT required.

RECOMMENDATION:

The Finance Committee suggests the full board approve the resolution, as presented.

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 nineteenth day of May 2021 at 4:00 p.m.
PRESENT:
ABSENT:
The following preamble and resolution were offered by Commissioner and support
by Commissioner
RESOLUTION NO. 21-17 SUPPORTING WEXFORD COUNTY 2021 MARINE SAFETY PROGRAM (FEDERAL FUNDING GRANT AGREEMENT
BE IT RESOLVED, that the Wexford County Board of Commissioners supports the Marine Safety Program Grant Agreement for the period January 1, 2021 through September 30, 2021 in the amount of \$10,9 on this date of May 19, 2021.
A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:
AYES:
NAYS:
RESOLUTION DECLARED ADOPTED.
Gary Taylor, Chairman, Wexford County Board of Commissione
Alaina M. Nyman, County Cle
STATE OF MICHIGAN)
COUNTY OF WEXFORD) ss.
I hereby certify that the foregoing is a true and complete copy of Resolution 21-15 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on May 19, 2021, and I further certify that public notice of such meeting was given as provided by law.
Alaina M. Nyman, County Cle



Michigan Department of Natural Resources - Grants Management

2021 MARINE SAFETY PROGRAM (FEDERAL FUNDING) GRANT AGREEMENT

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Wexford County Sheriff's Department ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for:

	Federal Funds (100%)	State Funds (75%)
Operating	\$10,900.00	\$0.00
Equipment	\$0.00	\$0.00

Salaries, Wages and Benefits for:

- Marine Safety Law Enforcement and Related Activities;
- Instruction of Boating Safety Courses;
- Inspection of Boat Liveries;
- Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- Travel expenses;
- Uniforms, personal flotation devices, boat shoes, etc.;
- Leasing of vehicles, dockage, storage, eligible office space;
- Boat repair, replacement and/or servicing of boat outfitting equipment.
- 2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
- 3. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
- 4. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The State of Michigan has received a federal funding apportionment for fiscal year 2021 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. Reference the "Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources" on your single audit reports and other financial statements as required.

The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed Ten Thousand Nine Hundred Dollars and Zero Cents (\$10,900.00).

There is no local match required for this reimbursement.

The Agreement period for federal funding is January 1, 2021 through September 30, 2021.

Completed reimbursement request and documentation of operating expenditures are due no later than **October 31, 2021**.

- 5. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
- 6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement

- request submitted by the GRANTEE through the MiRecGrants website.
- 7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
- 8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
- 9. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
- 10. The GRANTEE agrees not to discriminate against 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 because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
 - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
 - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
- 12. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - ❖ The GRANTEE has signed it and returned it, and
 - The DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE
SIGNED:
By <u>:</u>
Printed Name: Gary Taylor
Title: Chairman, Board of Commissioners
Date: May 19, 2021
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
SIGNED:
By:
Title:
Date:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse: (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
	Chairma	n, Board of Commissioners
APPLICANT ORGANIZATION	•	DATE SUBMITTED
County of Wexford Michigan		April 30, 2021

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee

FOR MEETING DATE: May 19, 2021

SUBJECT: Resolution 21-20 Regarding Revenue Sharing

SUMMARY OF ITEM TO BE PRESENTED:

Following is from a recent email sent by the Michigan Association of Counties:

MAC has done extensive research into county revenue sharing and the impact the County Revenue Sharing Reserve Fund (CRSRF) has had on county allocations. Our research indicates the state has cumulatively shorted 60 counties more than \$110 million between 2009 and 2014. Now is the time to ask the state for the restoration of those funds.

As most of you will remember, the original deal, negotiated in 2004, zeroed out county revenue sharing for a period of time during which counties were allowed to pay themselves an equivalent amount to their statutory revenue sharing payments. Each year, while paying themselves, the Michigan Department of Treasury authorized each county inflationary increases over the 2004 base level.

The deal struck with the State at the beginning of the Great Recession to pay ourselves and save the State from allocating General Fund dollars to counties, was funded through a property tax collection shift. The proceeds from the shift were put into the CRSRF. Once a county exhausted their reserve fund, they re-entered the state revenue sharing system. By statute, the state was required to pay counties their full funding amount when they re-entered the system. Full funding is defined as the 2004 payment plus inflation until the time you re-entered the state revenue sharing system. If you entered earlier than others, you stopped accruing inflationary increases, in fact, you also lost base funding each of those years.

The exhaustion of the accounts was staggered, with Tuscola exhausting their account in 2008, while Emmet County is expected to exhaust theirs in 2023. The counties that exhausted their accounts prior to 2014 faced cuts to their base revenue sharing payments that were never restored. Counties that came back on to the system in 2014, and later, did not have any of their base funding cut.

A draft of a Resolution 21-20, which requests a one-time payment for Wexford County's cumulative shortfall, is attached for consideration.

RECOMMENDATION:

The Finance Committee suggests the full board approve the resolution.

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 nineteenth day of May 2021 at 4:00 p.m.

PRESENT:		
ABSENT:		
The following preamble and resolution	were offered by Commissioner	
and supported by Commissioner		

RESOLUTION NO. 21-20 RESOLUTION IN SUPPORT OF THE STATE OF MICHIGAN TO FULFILL ITS STATUTORY OBLIGATIONS WITH REGARD TO STATE REVENUE SHARING PAYMENT AMOUNTS

- WHEREAS, in 2005 State Revenue Sharing payments were discontinued to counties, relieving the State Budget of \$183 million in annual State Revenue Sharing payments to counties, with the promise and agreement that these payments would be restored when each of the individual counties Revenue Sharing Reserve Fund were exhausted; and
- WHEREAS, Wexford County's Revenue Sharing Reserve Fund was exhausted in 2013; and
- WHEREAS, the Michigan Association of Counties has identified 60 Michigan counties that have received less than the statutorily required amount of State Revenue Sharing since Revenue Sharing Reserve Funds were exhausted; and
- WHEREAS, The Michigan Association of Counties has identified a \$346,660 cumulative shortfall in State Revenue Sharing payments to Wexford County since 2013; and
- WHEREAS, with the influx of American Rescue Plan funds to the State of Michigan, there are sufficient funds available to make counties whole with regard to State Revenue Sharing payment shortfalls; and
- **WHEREAS**, unlike Wexford County's allocation from the American Rescue Plan, the payment of the State Revenue Sharing shortfall will not be restricted to COVID-19 related expenses thereby making it eligible for critical infrastructure projects, pension fund or OPEB contributions and other expenditures.
- THEREFORE BE IT RESOLVED, that the Wexford County Board of Commissioners does hereby support and urge the State of Michigan to fulfill its statutory obligations with regard to State Revenue Sharing payments for all 60 Michigan counties identified by the Michigan Association of Counties that received less than their statutorily required amounts.

BE IT FURTHER RESOLVED, that the County Clerk shall send copies of this resolution to the Governor of the State of Michigan, the Majority Leader for the Michigan Senate, the Speaker of the Michigan House of Representatives, and Wexford County's State Legislative delegation for their consideration and action.

A ROLL CALL VOTE WAS	TAKEN AS FOLLOWS:
AYES:	
NAYS:	
RESOLUTION DECLARED	
Gary	Taylor, Chairman, Wexford County Board of Commissioners
_	Alaina M. Nyman, County Clerk
STATE OF MICHIGAN)) ss.
COUNTY OF WEXFORD)
County Board of Commissione	oing is a true and complete copy of Resolution 21-20 adopted by the ers of Wexford County at a regular meeting held on May 19, 2021, a notice of such meeting was given as provided by law.
	Alaina M. Nyman, County Cler

5/19/2021

J.9.

Wexford County Board of Commissioners Amendments to the 2021 Budget

Adj # Acct	:	Acct Description Re	venue	Expense
20210503 225.	000.702.04	Temp/Part-time Employee		\$ 4,200 a.
225.	000.702.05	Overtime		(\$2,500)
225.	000.931.00	Equip. Maint. & Repair		(\$1,000)
225.	000.727.00	Office Supply		(\$500)
225.	000.799.00	Janitor Supplies		(\$200)
Increase of hours for the part-time Animal Shelter Attendant				

K.



Administrator's Report to the BOC

For the meeting of May 19, 2021

Completed Projects/Tasks

<u>FOIA Requests</u>: The Administration Office received 24 new Freedom of Information requests between February 26 and May 14.

<u>New Employees</u>: Four new employees have started at the County since the last written report for the March 3 Board of Commissioners meeting; a Sheriff's Deputy, an MDOC Probation/Parole Agent, and one Corrections Officer.

<u>Merit Fiber Connection</u>: The final connection of the Courthouse's internet to the Merit fiber system has been completed. Many people and organizations were involved in this multi-year project; thanks so much to all of them.

Current Projects/Tasks

<u>Aerial Imagery Project</u>: The first part of this project, the aerial photography, has been completed. This type of photography has very specific requirements; only so much wind, only so much cloud cover, no snow on the ground, and no leaves on the trees. This year that window of time was very small, but Kucera, the company hired by the Board of Commissioners, was able to complete the photography in mid-April. The imagery is being processed, with final delivery by the end of August.

ARPA (American Rescue Plan Act): The Interim Final Rule (151 pages) was released on May 10. The objectives of the funding as stated by US Treasury are as follows:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs.
- Support immediate economic stabilization for households and businesses.
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic.

There are still many questions about eligible expenditures, which will be answered in the coming weeks and months. One thing I just learned is that December 31, 2024 is the deadline to **obligate** the funds, but we have until December 31, 2026 to actually **expend** the funds.

<u>Windows – Historic Courthouse</u>: At long last, the window project is underway! The City Glass guys anticipate the installations to be complete within two weeks. The existing exterior aluminum flashing will be replaced after all windows are in. Thanks to Circuit Court, the Register of Deeds Office, the Treasurer's Office, the Clerk's Office, the good folks with the invasive species, and (next week) in Equalization and Admin for their willingness to endure major disruptions to their work days but still doing their utmost to serve the public. Thanks also to Adam Kerr and Bill Reedy in Maintenance for their coordination efforts.

Additional Notes/Meetings

<u>Careers at the County!</u> There are <u>numerous career opportunities</u> available at Wexford County. Please pass the word about these stable jobs in careers that make a difference.

Respectfully, Janet Koch, County Administrator

L.1.

WEXFORD COUNTY PROSECUTING ATTORNEY

COREY J. WIGGINS
Prosecuting Attorney
cwiggins@wexfordcounty.org

JOHANNA C. CAREY Chief Assistant Prosecutor jcarey@wexfordcounty.org COURTHOUSE 437 EAST DIVISION STREET CADILLAC, MICHIGAN 49601 (231) 779-9505 FAX (231) 779-9108



CATHY WRIGHT Office Administrator cwright@wexfordcounty.org STEVE SCHRYER **Child Support Specialist** schryers@michigan.gov SHARON D. HAGSTROM Interstate Child Support hagstroms@michigan.gov SHAWNA SHELTON Victim Advocate sshelton@wexfordcounty.org RICHARD OLSON, Clerk rolson@wexfordcounty.org HEATHER DIETZ, Clerk hdietz@wexfordcounty.org

May 8, 2021

Wexford County Board of Commissioners 437 E. Division St. Cadillac, MI 49601

Re: April 2021 Report

Dear Commissioners.

April proved to be another busy month for our office, and once again COVID reared its ugly head. I found myself in quarantine once again for another 14-days during the month (as luck would have it—it happened between my first and second vaccinations). However, due to the imaging software that was installed in February, we once again operated with very little interruption.

During the month of April, we received 197 police reports for review. From those 197 we authorized 17 felony files consisting of 43 charges and 74 misdemeanor files made up of 125 charges. In addition to reviewing reports, Ms. Carey and myself made 258 court appearances.

As you will recall from last month's report, one of our part-time clerks resigned. As of date, we have not been able to fill the position, which has left the remaining office staff to pick up the slack.

On a good note, we have been able to fill one of the vacant assistant prosecuting attorney positions. Ms. Margaret Marshall will begin working in our office on June 1st. Ms. Marshall is a recent law school graduate and will take the Bar Examination in July. The Michigan Rules of Court prohibit her from being sworn and holding the title of Assistant Prosecutor until she is licensed (likely to be the end of November to early December). However, the rules do permit her to practice while under the supervision of a licensed attorney. This is same situation we had when Prosecutor Elmore hired Ms. Kelly in 2019. We look forward to her working with us and relieving some of the burden that we have been dealing with for some time.

As always, please do not hesitate to reach out to me should you have any questions or concerns.

Sincerely

Corev J. Wiggins

Wexford County Prosecuting Attorney