



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on
March 2, 2022, beginning at 4:00 p.m. in the
Commissioners Room of the Historic Courthouse in Cadillac, Michigan

PUBLIC PARTICIPATION

The meeting can be attended in person or 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:** At the Zoom website (zoom.us) click on “Join a Meeting” using 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

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATION AND REPORTS
 - 1. MSUE – Eric Karbowski Introduction
- H. PUBLIC COMMENTS
The Board welcomes all public input.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the February 16, 2022 Regular Meeting Minutes.....1
 - 2. Appointment to Standing Committee ~ Ben Townsend (HR/PS 02/24/2022)5
- J. AGENDA ITEMS
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- L. CORRESPONDENCE
- M. PUBLIC COMMENT
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJORN

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, February 16, 2022

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

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

Absent- Joe Hurlburt and Judy Nichols, who attended via zoom but was unable to participate due to Open Meetings Act.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Add- J5-County Administrator Resignation Agreement

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Bengelink to approve the agenda as amended.

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-

Andy Ulrich, Executive Director of the United Way, came before the Board for a discussion on 2-1-1 Membership. He explained that 2-1-1 is similar to 911, and helps individuals find organizations that can help with their specific needs. It is a 24 hour a day, confidential service for non-crisis needs. He gave a few examples of situations that 2-1-1 was able to help with.

One Commissioner asked how people find out about these services. Mr. Ulrich noted that they are working on advertising better. They currently have business cards, hand out flyers, and just recently did a story on 9&10 News.

Another Commissioner requested seeing only Wexford County data, as the data provided contained Wexford and Missaukee. It was also questioned how Missaukee County covers their expense. Mr. Ullrich took contact information and will reach out to discuss further.

Public Comment- *None.*

Consent Agenda

1. Approval of the February 2 2022 Regular Meeting Minutes

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

Motion passed 6-1 with Commissioner Theobald voting against the motion.

Agenda Items

1. Cadillac Wexford Public Library Millage Requests
MOTION by Comm Theobald, seconded by Comm Bengelink to approve Resolution 22-08 and Resolution 22-09.

One Commissioner noted that the library does an amazing job.

Roll Call: Motion passed 7-0.

2. VHF Equipment/Building-Cadillac Water Tower Site
MOTION by Comm Theobald, seconded by Comm Bush to approve the City of Cadillac assuming full possession of the County’s VHF equipment and building at the City Water Tower.

Roll Call: Motion passed unanimously.

3. Sheriff Department Patrol Vehicle Replacement
MOTION by Comm Bengelink, seconded by Comm Bush to approve the purchase of a 2022 Ford Police Inceptor in the amount of \$33,699.00 through MiDeal.

Roll Call: Motion approved unanimously.

4. Budget Amendment
MOTION by Comm Theobald, seconded by Comm Bush to approve the budget amendments dated February 10, 2022.

Adj #	Acct	Acct Description	Revenue	Expense
2022.02.01	261-000-720.00	Retirement		\$75,335.00
	261-000-699.01	Appropriated Fund Balance	\$55,709.70	
	464-000-699.00	Appropriated Fund Balance	\$19,625.30	

This expense is a result of Resolution 22-07 Approving Grievance Settlement Agreement. Fund 261 is Central Dispatch, Fund 464 is the fund where money was placed from the sale of the recycling center and the tower at the old jail. At the time of those sales, the historical intent was to use 464 funds to pay for the new dispatch center. Subsequently, funds from 464 were used for the architect and new dispatch equipment. The County bonded for the building construction itself, and Fund 261 is paying for the bond payments.

Corinna Hervey, the county's financial consultant, has reviewed the budget amendment and approved this use of the funds. This budget amendment will leave Fund 464 with a \$0.00 balance.

Adj #	Acct	Acct Description	Revenue	Expense
2022.02.02	245-905-970.28	Vehicles		\$33,699.00
	101-101-699.00	Appropriated Fund Balance	\$33,699.00	

This expense is to replace a patrol unit involved in a 2021 accident that resulted in the vehicle being deemed a total loss. Per recommendation of our financial consultant, the reimbursement check from MMRMA was placed in Fund 101 for the 2021 Fiscal Year, thus requiring a budget amendment.

Roll Call: Motion passed 7-0.

5. County Administrator Resignation Agreement

MOTION by Comm Potter, seconded by Comm Theobald to accept resignation of Janet Koch as County Administrator and authorize Board Chair to execute severance and waiver agreement.

One Commissioner questioned if this was done by a formal letter. It was stated that is was.

Roll call: Motion passed 7-0.

Commissioner Potter requested to add J6-Interim Administrator

6. Interim Administrator

MOTION by Comm Potter, seconded by Comm Bush to appoint Joe Porterfield (Equalization) and Jami Bigger (HR Director) to temporarily fill in for County Administrator duties in the interim of the Board deciding on a replacement of the position.

One Commissioner questioned if they accept that role. Joe Porterfield stated they were willing to do what they could to help the County.

Roll Call: Motion passed 6-1 with Commissioner Townsend voting against the motion.

Administrator's Report- None.

Correspondence- None.

Public Comments- None.

Liaison Reports-

Comm Musta attended an AES Meet and Greet.

Comm Potter reported that Clam Lake DDA did not meet, and he has not been able to attend a Road Commission meeting yet.

Board Comments-

Comm Townsend noted that Judy Nichols was on Zoom and he wished her health and hopes she continues to recover. He also noted that Carol Haas just retired as the Treasurer of the Village of Harrietta after several years of service. Her husband was also attending via Zoom.

Comm Bengelink read a quote from Denzel Washington.

Comm Theobald appreciates Jami and Joe stepping up to help. She noted we have all done this before, and we will get through this again.

Comm Potter agreed with Comm Theobald and Comm Townsend.

Comm Musta commented that the library in Mesick is an awesome asset that he and his family frequent. Pre-Covid they visited a lot. During covid, they were able to go get stacks of books for his children.

Chairman's Comments-

Comm Taylor thanked Joe and Jami for agreeing to help. He also thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:24 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Human Resources and Public Safety Committee
FOR MEETING DATE: March 2, 2022
SUBJECT: Appointment to Standing Committee

SUMMARY OF ITEM TO BE PRESENTED:

Back in August of 2021, Ben Townsend was reappointed to Networks Northwest with a term expiring March 31, 2024. The term expiration date should have been March 31, 2025. Networks Northwest is requesting the Board to approve the corrected expiration date of Commissioner Townsend's appointment to be consistent with the terms of the committee.

RECOMMENDATION:

The Human Resources and Public Safety Committee forwards a recommendation to the full board to reappoint Ben Townsend to Networks Northwest with a term expiring March 31, 2025.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance Committee
FOR MEETING DATE: March 2, 2022
SUBJECT: MGT of America Cost Allocation Plan

SUMMARY OF ITEM TO BE PRESENTED:

MGT of America and Wexford County have an agreement for the preparation of the CAP, Cost Allocation Plan, which ended with the 2020 CAP. MGT is allowing for an extension of two years with a price increase of \$1,000.00 annually.

RECOMMENDATION:

Finance Committee is recommending that the Board of Commissioners approve the agreement, as presented.

CONSULTING SERVICES AGREEMENT

By and Between
Wexford County, Michigan
and
MGT of America Consulting, LLC

THIS AGREEMENT is made this ___ day _____ 2022, by and between the County of Wexford, Michigan ("Client"), and MGT of America Consulting, LLC, 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 to Client the following services:

A Countywide 2 CFR Part 200 (Formerly OMB A-87) central services cost allocation plan based on actual costs for fiscal year 2021, 2022, and 2023.

Negotiation of the cost allocation plan with representatives of the federal cognizant agency and/or the State, as required.

Explain calculation methods and assumptions used in the indirect cost allocation plan. This explanation may be written or verbal as requested by the Client.

Provide recommendations on methods to enhance indirect cost revenues.

Assistance with the preparation of initial claims to recover costs due from the State and monitor the claims progress to ensure recoveries occur.

1.2 Timetable for Services.

The Services shall be performed and the product(s) of the services shall be delivered on the following schedule:

The proposed services will be completed within eleven months after the fiscal year ends.

2. Compensation.

For its work under this Agreement, MGT shall be paid a not to exceed fee of \$ 8,000 for each year's plan. This fee shall be paid as follows:

MGT will render to Client one invoice for each Service after delivery of each of the final Cost Allocation Plans to the Client. Payment will be due thirty (30) days after each invoice is submitted.

3. Term, Renewal Options, 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. At Client's option and approved by MGT, the contract may be renewed for two (2) additional one (1) year periods.

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. If, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates plus expenses incurred shall apply for Services performed 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

Stephanie Farrell shall serve as Project Manager and point of contact for MGT under this Agreement.

Janet Koch 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 utilize 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 only in the Michigan state court having jurisdiction. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

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 Consulting, LLC
2343 Delta Road
Bay City, Michigan 48706

If to Client:

Wexford County
437 E. Division St.
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, LLC

Date:

437 E. Division St.
Cadillac, MI 49601

FEIN:

Date:

2343 Delta Road
Bay City, MI 48706
989-316-2220

FEIN: 81-0890071

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance Committee
FOR MEETING DATE: March 2, 2022
SUBJECT: Sheriff's Office Snowmobile Purchase

SUMMARY OF ITEM TO BE PRESENTED:

The Sheriff's Office is requesting approval to replace the current snowmobile which is 16 years old. A quote is attached.

Approval has been granted by the DNR to purchase the new snowmobile through the grant process. The grant will pay 75% of the total cost up to \$10,000. The 25% the County would be responsible for has been budgeted within the Sheriff's budget.

The Sheriff's Office is requesting approval to make the full purchase of the snowmobile and then be reimbursed by the grant when it is closed out.

RECOMMENDATION:

The Finance Committee sends a recommendation to the full board to approve the purchase.



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

February 17, 2022

Administrator Koch,

Wexford County Administrator's Office

437 E. Division St

Cadillac, MI 49601

RE: **Purchase Order**

Attached is a quote for a replacement snowmobile. We are currently running a 16 year old snowmobile which has reached its time limits to where the service department is no longer servicing this snowmobile.

The Department of Natural Resources has approved the purchase of a new snowmobile through the grant process. The grant will pay 75% of the total cost up to \$10,000. Leaving the County with 25% to cover the total cost.

The attached quote is for \$10803.94, which the DNR will pay **75%** of this cost (**\$8102.95**) leaving the County to cover the **25%** which is (**\$2700.99**).

The 25% is within the current 2022 budget, I am asking that the county fund the 75% which will be reimbursed by the DNR at the close out of the grant when funds will be requested for reimbursement.

The Item to be purchased:

2022 Ski Doo Model UHNC	Serial Number 2BPSUHNCXNV000008	\$10803.94
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Thank you


Lt. Richard Denison

GADILLAC, MI 49601
 H 231-779-9211 W 231-920-0519 C 231-779-9211 Email

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

New/U Year 2022 Make Ski-Doo Model UHNC Serial No. 2BPSUHNCXNV000008 Stock No. S8483 Price (incl factory options) \$8,899.00

Unit Information

Parts and Labor:

Price	Qty	Ext Price	Dealer Unit Price
			\$8,899.00
			Parts & Accessories \$0.00
			Labor \$0.00
			Freight \$850.00
			Dealer Prep \$250.00
			Registration Fees \$30.00

*02-16-2022
 parse @ peacock*

Labor:

Cash Price	\$10,029.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$10,029.00
Sales Tax	\$599.94
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$175.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$774.94
Sub Total (Net Sale + Other Charges)	\$10,803.94
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$10,803.94

Trade Information

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for

2/23/2022

**Wexford County Board of Commissioners
Amendments to the 2022 Budget**

Adj #	Acct	Acct Description	Revenue	Expense
2022.02.03	101-301-957.00	Training	\$8,084.00	
	101-301-702.03	Permanent Employees		-\$8,084.00

On November 3, 2021 the Board of Commissioners approved Deputy Scholarships for the Sheriff's Department.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Human Resources and Public Safety Committee
FOR MEETING DATE: March 2, 2022
SUBJECT: Interim Admin Compensation

SUMMARY OF ITEM TO BE PRESENTED:

At the Human Resources and Public Safety Committee meeting on February 24, 2022 it was discussed and agreed upon the that Co-County Administrators should be compensated for the next 90 days. This is for the additional duties that they have taken on in addition to their full-time positions. It was discussed that because of Mr. Porterfield's other obligations that Ms. Bigger would be coordinating most of the workload. The committee recommended that a flat rate of \$300 per week should be compensated to Ms. Bigger and \$200 per week should be compensated to Mr. Porterfield.

RECOMMENDATION:

The Human Resources and Public Safety recommends the approval to compensate Jami Bigger at \$300/week and Joe Porterfield at \$200/week for the next ninety days.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Community Corrections Board
FOR MEETING DATE: March 2, 2022
SUBJECT: Closing of Transition Houses

SUMMARY OF ITEM TO BE PRESENTED:

The Community Corrections Board voted to close the Transition Houses on February 25, 2022. It is being forward to the Board of Commissioners for discussion on the next steps to take.