



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 4, 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
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. It 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 April 20, 2022 Regular Meeting Minutes.....1
J. AGENDA ITEMS
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L. CORRESPONDENCE
M. PUBLIC COMMENT
N. LIAISON REPORT
O. BOARD COMMENTS
P. CHAIR COMMENTS
Q. ADJORN

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

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, April 20, 2022

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

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

*Commissioner Nichols appeared via zoom pursuant to the Attorney General’s opinion regarding ADA

Absent- Mike Bengelink.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Approval of the Agenda

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

All in Favor.

Employee Recognition-

MOTION by Comm Theobald, seconded by Comm Bush to approve Resolution 22-10, extending appreciation to Alan Lucas’s dedicated service and authorize the Chair to sign.

Comm Potter read the complete resolution. Alan Lucas was present and accepted the resolution with a round of applause.

Roll Call: Motion passed 8-0.

Presentation and Reports-None.

Public Comment-

Consent Agenda

1. Approval of the April 6, 2022 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. Pescador-Financial Assurance Mechanism Update

Dan Staub, Project Manager for Pescador informed the Board that he had met with EGLE to ask for a reduction in the number of wells being monitored and the number of things they are monitoring for. They were given the verbal okay, but were asked to put that request in writing.

He also asked EGLE about closure activities and were advised to monitor for 3 years after all contaminants are out. One Commissioner asked about PFAS, which has not been an issue.

He did inquire about abandoning the 13 wells not being used and if hooking up with the Manton Water System would help move them closer to abandoning those wells. He explained that EGLE was not able to give a verbal commitment to that.

Mr. Staub had previously given a rough cost estimate to a Committee for abandoning wells, and after more research, he explained that would actually be closer to \$2,000.

2. Amended Interagency Agreement

MOTION by Comm Musta, seconded by Comm Bush to approve the amended Interagency Jail Diversion Program Agreement for a period of six months, as presented and authorize the Chair to sign the agreement on behalf of the County.

Roll Call: Motion passed unanimously.

3. Materials Management Grant

MOTION by Comm Theobald, seconded by Comm Musta to approve the authorization for Co-Interim Administrators to sign the letter presented designating Northwest Michigan Council of Governments as the designated planning agency for the Materials Management Grant.

Roll Call: Motion approved 8-0.

4. Security Personnel

MOTION by Comm Potter, seconded by Comm Theobald to approve the Security Officer – Support Staff position description as presented, and approve adding three part-time security personnel positions to the employee roster, with a wage of \$14 per hour and a starting date of May 2, 2022.

The Board thanked Jami for getting this handled so quickly.

One Commissioner questioned if this pay rate falls on the part-time pay scale. It was explained that that scale is position specific and not a general scale. It was asked that that be added to an HR agenda.

Roll Call: Motion passed 8-0.

5. Administration Executive Assistant Position

MOTION by Comm Theobald, seconded by Comm Musta to eliminate the part-time Executive Assistant position in the Administration office from the budget and employee roster effective April 30, 2022.

Roll Call: Motion passed 6-2 with Commissioner Hurlburt and Nichols voting against the motion.

6. MIDC Grant Application for Fiscal Year 2023

MOTION by Comm Musta, seconded by Comm Bush to approve the MIDC Compliance Plan and Cost Analysis Application for fiscal year 2023 with the local share funding of \$148,052.20 to be shared by Wexford and Missaukee Counties.

Roll Call: Motion passed 8-0.

Administrator's Report-

Jami Bigger explained that she had received a call from a 1st grade teacher at Cadillac Schools requesting a tour of the courthouse. She asked for volunteers to help with that.

She also reminded everyone of the Governor's Breakfast scheduled for Friday.

Correspondence- *None.*

Public Comments-

Joseph Fox, candidate for the 101st District State Representative, introduced himself to the Board. He is retired from the Newaygo County Council on Aging, and his goal is to represent the people. His platform is faith, family and freedom. He feels that a good government is a limited government.

Liaison Reports-

Comm Bush attended a CAMA meeting where they discussed unemployment in the area.

Comm Nichols attended an Area Agency on Aging meeting.

Comm Potter attended a Road Commission meeting where they are dealing with budget issues. He also attended a Clam Lake DDA meeting and could announce that they are planning on demolishing the Pioneer Apartments.

Comm Musta attended a CWTA meeting.

Board Comments-

Comm Hurlburt wanted to take time to recognize Don Larson who had recently passed away. He ran the Harvest Festival parade for 68 years, owned the floral shop in town, and

lived in Manton for all 92 years of his life. He wanted everyone to keep his children, John Katherine, Lois, Donna and Mary in their thoughts.

Comm Townsend congratulated Alan and thanked him for his service. He didn't want anyone to miss the quote of the night from Comm Bengelink, so he read a quote from Thomas Sole.

Chairman's Comments-

Comm Taylor stated Alan Lucas will be missed and thanked everyone for attending.

Adjourn

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

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Recreation and Building Committee
FOR MEETING DATE: May 04, 2022
SUBJECT: Network Northwest Recreation Plan Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Previously, the Board approved contracting with Networks Northwest for the creation of the Recreation Plan in the amount of 10,600. The ARPA Committee recognized that ARPA funds could be used to pay for the costs associated with creating the Rec. Plan. The committee discussed and approved funding the original proposal that Mr. Carson provided in the amount of \$24,100.

Approving the original quote will increase the scope of work that Networks Northwest will contribute and limit the time that would be required of county staff.

Following is the original quote provided by Mr. Carson for consideration.

RECOMMENDATION:

The Recreation and Building forwards the recommendation to the full board to approve the proposed Wexford County Recreation Plan, as presented, in the amount of \$24,100.

**Contractual Agreement
Between
Wexford County
437 East Division Street Cadillac, MI 49601
And
Networks Northwest
P.O. Box 506
Traverse City, MI 49685-0506**

THIS AGREEMENT, made and entered into this 4 day of May 2022, by and between the **County of Wexford**, a municipal corporation and political subdivision of the State of Michigan, of 437 E. Division Street, Cadillac, MI. 49601 (hereinafter referred to as the "County"), and **Networks Northwest**, P.O. Box 506, Traverse City, MI 49685-0506, (hereinafter referred to as the "Contractor").

WHEREAS, the County desires services related to the develop and update a Five (5)-Year Park and Recreation Plan for Wexford County; and

WHEREAS, the Contractor has submitted proposals pursuant and a scope of Work to County to provide the services which the County requires; and

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

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

I. Services to be Provided by the Contractor. The Contractor shall provide the County with services related to the preparation of the Wexford County Recreation Plan including those set forth on Attachment A "Scope of Work.. The responsibilities of the Contractor with regard to such services is incorporated by reference into this Agreement. Contractor shall make staff available to the County for necessary meetings with the Recreation and Building Committee and, if requested, the Board of Commissioners. Is is currently envisioned that Contractor staff shall attend a between 4 to 6 Recreation and Building Committee meetings (either virtually or in-person), with a written email update provided each month during the course of the process. Work sessions will be scheduled for solely of business related to the Park and Recreation Plan Update.

II. Manner in Which Services Shall be Provided. The Contractor agrees that all services conducted pursuant to this Agreement will comply with Attachment A and Contractor agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering the contract services, and Contractor further agrees that performance shall reflect the best professional knowledge, skill and judgment Contractor. Contractor shall furnish competent personnel for fulfillment of its obligations. If the County deems Contractor personnel unsatisfactory to perform services, such personnel shall be replaced immediately.

III. Agreement Term. This Agreement shall continue for a commencing on August 1, 2022 through January 31, 2024. Contractor shall commence performance of this Contract on August 1st, 2022, and shall complete said performance on January 31st, 2024, time being of the essence.

IV. Compensation. The County agrees to pay Contractor compensation for all work performed and services provided under this contract and Attachment A in a total amount not to exceed \$24,100.00. Payment will be due to Contractor in two installments: the first payment of \$12,050.00 within thirty (30) days of the date of the execution by all Parties of this Contract, and the remaining \$12,050.00 of the payment due within thirty (30) days of the date of the completion of the planning process and after review and acceptance of a final plan and the required deliverables by the County.

V. Termination.

A. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either Party at any time upon delivery of thirty (30) days prior written notice to the other Party.

B. If either party terminates this Agreement:

1. Contractor NN will be reimbursed for all costs incurred up to receipt date of said effective termination date. In addition, Contractor will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by County; and,
2. County shall timely receive the work product produced by Contractor under this Contract up to the effective date of termination. Such work product shall be provided to the County prior to Contractor being reimbursed.
3. In no case will the compensation paid to Contractor for partial completion of services exceed the not-to-exceed amount Contractor would have received had the services been completed in full.

VI. Nondiscrimination. The Contractor, as required by law, shall not 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

VII. Compliance with the Law, Applicable Law and Venue. The Contractor, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

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

VII. Contractor. It is expressly understood and agreed that the Contractor is a contractor. The Contractor and the employees and agents of the Contractor shall in no

way be deemed to be and shall not hold themselves out as the employees or agents of the County. The Contractor and its employees and agents shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for the payment of salaries, wages and other compensation due its staff for services they perform under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor, as required by law, shall carry workers' compensation insurance coverage for any and all employees it may have, and shall provide the County with proof of said coverage.

VIII. Liability.

- A. Contractor shall indemnify and hold the County harmless for all damages and legal fees arising out of a claim a third party brings against the County that arises out of Contractor's negligent or intentional misconduct.
- B. The County shall be liable for all damages and legal fees arising out of a claim a third party brings against the Contractor that arises out of the County's negligent or intentional misconduct. Additionally, the County shall be solely liable for any damages and legal fees relating to or arising from decisions made by the County. Nothing in this section shall be construed as a waiver of governmental immunity.

IX Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which may then exist on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

X. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XI. Assignment or Subcontracting. The Contractor shall not assign or subcontract any of its duties and obligations under this Agreement without obtaining the prior written consent of the County.

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

XIII. Complete Agreement. This Agreement and the attached Exhibits A-E, contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall

have any validity or bind any of the parties hereto.

XIV. Invalid Provisions. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XV. Certification of Authority to Sign Agreement. The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties, and that this Agreement has been authorized by the parties.

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



WITNESSED BY:

COUNTY OF WEXFORD

_____ May 4, 2022 By: _____
Date Gary Taylor, Chairperson
County Board of Commissioners

_____ May 4, 2022 By: _____
Date Alaina Nyman,
Wexford County Clerk

NETWORKS NORTHWEST

 _____ 4/28/22 By: 
Date Matt McCauley
Chief Executive Officer

Attachment A

SCOPE OF WORK

Wexford County Park and Recreation Plan Development:

- Period of Service: August 1, 2022 through January 31, 2024
- Cost: Twenty-Four Thousand One Hundred Dollars (\$24,100)
 - With payment occurring:
 - One half of the contract amount (\$12,050) upon execution of the contract.
 - One half of the contract amount (\$12,050) upon completion of the

contract services.

Scope of Work:

Executive Summary:

This planning process will result in a park and recreation plan that meets all of the Michigan Department of Natural Resources' (DNR) requirements for access to its funding sources. The final planning document will include the following: a community description providing context to Wexford County's parks and recreation; a description of Wexford County's administrative structure; an inventory of the County's park and recreation sites including site features; a description of the planning process; a description of the public input process; a set of goals and objectives to guide the County in parks and recreation management for a 5-10 year period; an action program that lists specific projects and funding mechanisms for project implementation; and all supporting documentation required by the DNR.

NN will use a variety of public input techniques to gather sentiments from the community's residents and visitors. These will include a county-wide open house; 3 pop-ups at local events; one input session at two different area schools; and an online survey. The results of this input will be summarized in the final plan with raw data appearing in the appendix. This planning process and the final plan development will be concluded in a manner that will allow the County to submit a 5-year park and recreation plan to the Michigan DNR for funding eligibility starting in 2024.

Contractor Facilitation

Networks Northwest staff will act as a facilitator and plan/document developer. Staff will gather data and work with the Recreation and Building Committee to synthesize the information utilizing their guidance for plan direction and policy.

Communication

It is expected that staff will have a primary point of contact to the County Commission and Recreation and Building Committee. Staff will attend Recreation and Building Committee meetings when it is necessary to disseminate information, perform analyses through the Committee, review and receive public input and perform document review and adoption. It is expected that staff will attend 4-6 meetings over the course of the 12-18 month process.

Park and Recreation Plan Scope Outline & Process:

- Review Existing Park and Recreation Plan Content:
 - o Pull existing relevant language and content for utilization in the revised plan.
- Acquire Data:
 - o GIS data (State & Federal fee free and County fee source) **Data acquisition costs are outside estimated cost. GIS data fees are outlined by the Wexford County Equalization Department's fee schedule.*
 - o US Census Data
 - o Regional Specific Data
 - o Data from Esri's Business Analyst Online
- Develop Public Input Process and Administer:
 - o Work with the Recreation and Building Committee to develop a survey to be administered.
 - o Identify three (3) pop-up events within the County to gather public input.
 - o Host a community-wide open house to garner input on parks and recreation locally.
 - o Facilitate a planning session at 2 area schools in Wexford County with 20-30 students to identify parks and recreation needs for area youth.
 - o Host a project webpage on Networks Northwest's website.
- Develop Community Description and Recreation Inventory:
 - o Description of the physical and geographic characteristics of the community

- o Inventory of parks and recreation sites within the County, including site features and ownership
- o Map(s) of park and recreation sites
- o ADA accessibility assessment for County-owned sites
- o Demographic and socio-economic profile of Wexford County
- Develop Primary Plan Content:
 - o Introduction
 - o Community Description
 - o Administrative Structure
 - o Recreation Inventory
 - o Description of the planning process
 - o Description of the public input process
 - o Goals and objectives
 - o Action program
 - o Supporting documentation
- Facilitate County Commission Adoption of 5-Year Park and Recreation Plan
 - o Note: THE COUNTY will be responsible for submitting documentation to the Department of Natural Resources via its MiGrants website. If applicable, THE COUNTY will also be responsible for completing the DNR's Post-Completion Self-Certification Report(s) for recreation sites having prior funding through the DNR.

Park and Recreation Plan Deliverables:

- Complete Digital Plan
- Complete Digital Plan prepared for printing
- Digital Plan Files
- GIS Shapefiles
- 4 copies of the final plan

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: May 04, 2022
SUBJECT: County Administrator and Deputy County Administrator Positions

SUMMARY OF ITEM TO BE PRESENTED:

On February 16, 2022 the Board of Commissioners approved for Mr. Joe Porterfield, Equalization Director and Ms. Jami Bigger, HR Director to act as Co-Interim County Administrator. It was discussed that the Co-Interim County Admins would act as the County Administrator for ninety days to allow for assessment of the position and the needs of the County. The Human Resources / Public Safety Committee is suggesting the revision of the County Administrator position and the creation of a Deputy County Administrator position would be sufficient to fit the needs of the County and its employees. It is proposed that this is a contingent proposal in which the County Administrator and Deputy County Administrator would fulfill the roles through the end of the fiscal year of 2022. The Human Resources / Public Safety Committee is nominating Mr. Joe Porterfield, Equalization Director, to act as the County Administrator following the revised position description and Ms. Jami Bigger, HR Director, to act as the Deputy County Administrator through December 31, 2022.

Revisions and creation of the position descriptions will be provided following the approval at the special Human Resources / Public Safety Committee meeting on May 3, 2022 at 4 p.m.

RECOMMENDATION:

J.2. : The Human Resources / Public Safety Committee forwards a recommendation to the full board to approve the amended County Administrator description and the creation of Deputy County Administrator position.

J.2.a.: The Human Resources / Public Safety Committee forwards a recommendation to appoint Mr. Joe Porterfield as County Administrator with a compensation rate of \$600 per week and to appoint Ms. Jami Bigger as Deputy County Administrator with a compensation rate of \$450 per week through December 31, 2022.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: May 04, 2022
SUBJECT: Police Academy Deputy Sponsorship

SUMMARY OF ITEM TO BE PRESENTED:

Due to the increasing need to find eligible candidates to fill vacancies for law enforcement deputies, the Sheriff’s Department is requesting that the Board approve sponsorship for up to three more students to the academy. This would bring the number of sponsorships to four. One of those has already been used by a candidate that is graduating from the academy on Friday, May 6, 2022 and will begin work for Wexford County on Monday, May 9, 2022.

RECOMMENDATION:

The Finance and Appropriations Committee forwards the recommendation to the full board to approve the sponsorship of up to three candidates to the Police Academy to be future deputies for the County of Wexford.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Administration
FOR MEETING DATE: May 04, 2022
SUBJECT: Commissioner Judy Nichols Resignation

SUMMARY OF ITEM TO BE PRESENTED:

On Friday, April 29, 2022 Commissioner Judy Nichols of District 8 notified the Administration office and Chairman Gary Taylor that effective Sunday, May 1, 2022 she is resigning from her role as Commissioner.

RECOMMENDATION:

The Administration office recommends the full board regrettably accept the resignation of Commissioner Judy Nichols and discuss the vacancy.