



## Wexford County

### BOARD OF COMMISSIONERS

*Gary Taylor, Chair*

#### **NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, June 1, 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. Kevin Hughes – Health Department Annual Report
- 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 May 18, 2022 Regular Meeting Minutes ..... 1
- J. AGENDA ITEMS
  - 1. Fox Motors Contract (Rec & Bldg 05/24/2022).....4
  - 2. Recreation & Building Committee Meeting Date & Time (Rec & Bldg 05/24/2022).....7
  - 3. Part-Time Security Officer Pay Scale (HR/PS 05/24/2022) .....8
  - 4. Letter of Understanding – Building Official Agreement (HR/PS 05/24/2022) .....9
  - 5. Part-Time Clerk Position (HR/PS 05/24/2022 & Finance 05/25/2022)..... 11
  - 6. Bailiff Benefits(HR/PS 05/24/2022 & Finance 05/25/2022) ..... 12
  - 7. Building Department Fee Schedule (Finance 05/25/2022) ..... 13
  - 8. Satisfaction Agreement (Finance 05/25/2022)..... 19
  - 9. Northern District Fair Board Request for Financial Assistance (Finance 05/25/2022) ..... 23
  - 10. Budget Amendment(s) (Finance 05/25/2022) ..... 33
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJORN

**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Regular Meeting \* Wednesday, May 18, 2022

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

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

Pledge of Allegiance.

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

**Approval of the Agenda**

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

All in Favor.

**Employee Recognition-** *None.*

**Presentation and Reports-***None.*

**Public Comment-** *None.*

**Consent Agenda**

1. Approval of the May 4, 2022 Regular Meeting Minutes

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

All in favor.

**Agenda Items**

1. Resolution 22-13 Marine Safety Program Grant Agreement

**MOTION** by Comm Theobald, seconded by Comm Potter to approve Resolution 22-13, Supporting Wexford County 2022 Marine Safety Program Grant Agreement and authorize the Chairman to sign the grant agreement on behalf of the County.

Roll Call: Motion approved 9-0.

2. Janitorial Services Contract

**MOTION** by Comm Bengelink, seconded by Comm Musta to approve the Cadillac Janitorial Services six-month conditional agreement as it is presented and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion passed 7-2 with Commissioner Hurlburt and Theobald voting against the motion.

3. Stellar Services Inmate Broadcast Agreement

**MOTION by Comm Musta, seconded by Comm Theobald to approve the Stellar Services Agreement as it is presented and authorize the Chairman to sign the agreement on behalf of the County.**

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

**Administrator's Report-**

Joe Porterfield informed the Board that the PA 511 Community Corrections audit was going to begin that coming Monday. He also mentioned a very nice letter that was received from the State regarding the LEIN audit at Dispatch.

**Correspondence-** *None.*

**Public Comments-**

Robert Champion and Shawna Shelton, Wexford/Missaukee Public Defender, are putting together a conference to help explain the addiction issue in our County. On June 9<sup>th</sup> there will be a presentation, and they invited all to attend.

**Liaison Reports-**

Comm Bush attended a CAMA meeting at CTC with the different shops in the area.

Comm Hurlburt went to the Road Commission for a retirement party for Scott Paddock.

Comm Taylor attended the Council on Aging meeting and had a legislative update with MAC.

**Board Comments-**

Comm Bengelink read a quote from David Chappelle.

Comm Bush commented on the great work by Duane and his staff.

Comm Theobald was glad to see Joe Porterfield back in person. She also noted that she appreciates the hardwork put into putting packets together, but there still seems to be an issue with the post office getting the packets on time.

Comm Baughan thanked everyone for voting him in. He is looking forward to serving those in District 8.

Comm Potter commented that some meetings are quick, and that gives weight to the subcommittees doing their work. He appreciates those that drive in from farther out for those meetings.

**Chairman's Comments-**

Comm Taylor reminded everyone of the Veteran's Expo that was on Saturday and thanked everyone for coming.

**Adjourn**

**MOTION by Comm Bengelink, seconded by Comm Potter to adjourn at 4:09 p.m.**

**All in favor.**

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Gary Taylor, Chairperson

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Alaina Nyman, County Clerk

DRAFT

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Recreation and Building Committee  
**FOR MEETING DATE:** June 1, 2022  
**SUBJECT:** Fox Motors Snow Removal and Storage Agreement

**SUMMARY OF ITEM TO BE PRESENTED:**

This agreement is a three-year agreement between the County and Fox Motors of Cadillac to deposit snow from its parking lots unto the real estate owned by the County of Wexford, which said property is adjacent to the property of Fox Motors. This agreement allows for Fox Motors to deposit any amount of snow which falls upon its property to the property of the County, known as the fairgrounds.

**RECOMMENDATION:**

The Recreation and Building Committee forwards a recommendation to the full board to approve the Fox Motors Snow Removal and Storage Agreement and authorize the Chairman to sign.

**Agreement with Wexford County and Fox of Cadillac, LLC  
Regarding Snow Removal and Storage**

**J.1.a.**

**Purpose and Parties**

This agreement entered into with the County of Wexford and Fox of Cadillac, LLC ("Fox") is to allow Fox of Cadillac, LLC to deposit snow from its parking lots unto the real estate owned by the County of Wexford; said property of Wexford being adjacent to that property of Fox of Cadillac, LLC, more specifically described as the Wexford County fairgrounds. Fox of Cadillac, LLC shall be allowed to deposit any amount of snow which falls upon its property located directly north of the County Fairgrounds on the designated storage area of the property currently owned by the County of Wexford.

**Term.**

This agreement shall commence on the 1<sup>st</sup> of June 2022, and shall continue through the 31<sup>st</sup> of May, 2025, at the end of which time this Agreement shall terminate. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated for any reason by either party upon thirty (30) days prior written notification to the other party.

**Costs**

All costs associated with the snow removal shall be borne entirely by Fox of Cadillac, LLC. Fox of Cadillac, LLC agrees to install and maintain a gate of sufficient size into the fence now separating the property of Fox of Cadillac, LLC and the Wexford County Fairgrounds so as to allow transport of the contemplated snow from the property of Fox of Cadillac, LLC to the property of Wexford County.

**Risk of Loss**

All risk to third parties, loss, or damage a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Fox of Cadillac, LLC occasioned by the use of the fairground property for the storage or placement of snow associated with this contract shall be the responsibility of and borne solely by Fox of Cadillac, LLC and Fox of Cadillac, LLC acknowledges the assumption of risk associated with the storage of snow upon the property owned by Wexford County and installation of the gate contemplated herein.

Fox of Cadillac, LLC agrees to repair, replace or restore in a reasonable time any improvements, including landscaping, lawns, and plantings within the designated storage area that may be damaged or destroyed due to Fox of Cadillac, LLC use of this property.

Likewise, Fox of Cadillac, LLC understands that said snow storage may create an Attractive Nuisance under the law and further understands that any liability stemming from such contemplated storage may be subject to the legal doctrine known as Strict Liability. In addition, Fox of Cadillac, LLC agrees to indemnify and hold Wexford County, its employees, officers, agents and elected and appointed officials, harmless from any liability claims, liens, fines, demands and costs, including legal fees, in connection with or in any way incident to the Fox of Cadillac, LLC use of the property, its snow storage/removal use, and/or the gate. This duty to indemnify shall not be applicable to claims or liability arising from the intentional or negligent acts of Wexford County, its agents, employees, and assigns.

**Consideration**

The consideration for this Agreement including, but not limited to, the County giving up its right to use the designated storage area of the property for County activities Fox of Cadillac, LLC shall install and maintain a proper gate, shall in the Spring and after the snow has melted return the property to clean and good condition including removal of any refuse or other materials left on the property or found on the property, and. Fox of Cadillac, LLC also agrees to pay unto Northern District Fair Association the sum of \$300.00 annually

**Discrimination.**

In carrying out the terms to this Agreement, the parties hereto shall adhere to all Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for 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, marital status, political affiliation or beliefs, or citizenship. Breach of this covenant shall be regarded as a material breach of this Agreement.

**Compliance with Laws.**

The parties to this Agreement shall perform all their respective duties and obligations hereunder in complete compliance with all applicable Federal, State and local statutes, laws, ordinances, rules and regulations.

**Reservation of Rights.**

This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County of Wexford.

**Amendments.**

All modifications, amendments or waivers of any provision of this Agreement shall be made by the written mutual consent of the parties hereto.

**Assignment.**

Fox of Cadillac, LLC shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the County of Wexford. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

**Third Parties.**

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

**Severability and Applicable Law.**

Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

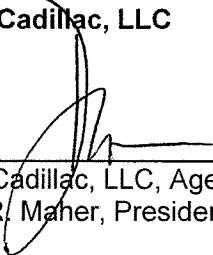
This Agreement shall be construed in accordance with the laws of the State of Michigan.

**Entire Agreement.**

This writing contains the entire agreement of the parties regarding the subject matter of this Agreement and may be modified only upon the subsequent written agreement signed by all parties.

**Agreed To Content and Form:**

**Fox of Cadillac, LLC**

  
\_\_\_\_\_  
Fox of Cadillac, LLC, Agent  
Diane R. Maher, President & COO

4/28/22  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Recreation and Building Committee  
**FOR MEETING DATE:** June 1, 2022  
**SUBJECT:** Recreation and Building Committee meeting Date/Time

**SUMMARY OF ITEM TO BE PRESENTED:**

To accommodate Commissioner Baughan to be able to attend the Recreation and Building Committee meetings the Committee is requesting approval to hold meetings on the first Thursday of every month at 4pm. Starting in July and there will be no June Recreation and Building Committee meeting. The following is the proposed scheduled:

**Recreation and Building Committee – Julie Theobald, Chair, Joe Hurlburt, Jason Baughan, Ben Townsend**

Unless posted otherwise, the Recreation and Building Committee will meet on the first Thursday of each month at 4:00 p.m. in the Commissioner Room of the Historic Courthouse.

July 7	October 6
August 4	November 3
September 1	December 8

**RECOMMENDATION:**

Recreation and Building Committee recommends the full board approve the proposed meeting date, time, and proposed scheduled as it is presented.



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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources / Public Safety Committee  
**FOR MEETING DATE:** June 1, 2022  
**SUBJECT:** Part-Time Security Officer Pay Scale

**SUMMARY OF ITEM TO BE PRESENTED:**

The need was recognized to establish a wage scale for the County's part-time security officers. The following is the suggested pay scale rates.

<b>Part-Time Security Officer Pay Scale</b>					
	<b>Start</b>	<b>After 1508 hours worked</b>	<b>After 3016 hours worked</b>	<b>After 4524 hours worked</b>	<b>After 6032 hours worked</b>
<b>2022</b>	<b>\$14.00</b>	<b>\$14.00</b>	<b>\$14.00</b>	<b>\$14.00</b>	<b>\$14.00</b>
<b>2023</b>	<b>\$14.50</b>	<b>\$14.62</b>	<b>\$14.74</b>	<b>\$14.86</b>	<b>\$14.98</b>
<b>2024</b>	<b>\$15.00</b>	<b>\$15.12</b>	<b>\$15.24</b>	<b>\$15.36</b>	<b>\$15.48</b>

Since the budget and wage for 2022 has already been approved, Administration recommends no changes in wage until 2023.

**RECOMMENDATION:**

Human Resources / Public Safety Committee forwards a recommendation to the full board to approve the wage scale for the part-time security officers, as presented.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources / Public Safety Committee  
**FOR MEETING DATE:** June 1, 2022  
**SUBJECT:** Letter of Understanding Employment Agreement – Building Official

**SUMMARY OF ITEM TO BE PRESENTED:**

One of the many statutory duties of the County is to ensure that all units of government within the county have Building Inspection and Building Official services. Mr. Scarbrough is willing to continue to provide Building Official and Building Inspector services for Wexford County on a part-time basis beginning June 1, 2022. A two-year letter of understanding between the Board of Commissioners and Mr. Scarbrough is attached for consideration.

**RECOMMENDATION:**

Human Resources / Public Safety Committee recommends the Board approve the Letter of Understanding, as presented.



## LETTER OF UNDERSTANDING

The purpose of this letter is to set forth certain understandings between Wexford County as the employer and Robert Scarbrough as the employee to provide services for the Wexford County Building Department as an irregular part-time employee.

Beginning June 1, 2022 and ending on May 31, 2024, Robert Scarbrough will serve as the Wexford County Building Official per PA 407 of 2016 Skilled Trades Regulation Act and current Michigan construction codes and all other applicable legislation and regulations.

Mr. Scarbrough will provide inspection services and other duties as assigned by the department head on the days required by the department at a rate of \$55,250 per year with no entitlements to any benefits as afforded full-time employees, health insurance, holiday pay, vacations, personal time, sick time, etc. Also beginning June 1, 2022, Mr. Scarbrough's hours worked must avoid the Affordable Care Act threshold of working at least 30 hours per week for more than 120 days in a year. This is an "at will," non-union position.

Wexford County will cover the employee against on-the-job injury and any other normal liability under its current insurance coverage. The County will pay for the continuing education required for the Building Official including the Fall conference while employed. The employee is to use County vehicles for traveling from inspection to inspection and will not be compensated in any form including mileage for the use of his personal vehicle.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Scarbrough  
Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Bengelink  
Chairman, Wexford County Human Resources Committee

Date: \_\_\_\_\_

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources / Public Safety Committee and Finance & Appropriations Committee

**FOR MEETING DATE:** June 1, 2022

**SUBJECT:** Part-Time Clerk Position

**SUMMARY OF ITEM TO BE PRESENTED:**

Since completely taking over payroll services within their office, the Clerk has recognized a need for a part-time staff member to assist with office duties. Approving the additional staff member in the Clerk's Office would allow the Chief Deputy Clerk and the Clerk to efficiently dedicate the time required to process payroll. Following is a proposed position description.

With the elimination of the part-time staff member in the Administration Office, the funds could be found within the 2022 budget to account for the new staff member in the Clerk's Office. If the request is approved, a budget amendment will be presented to move funds from the Admin. Office to the Clerk's Office for the part-time position.

To fall in line with the rest of the positions in the Clerk's office, this position would be a union position. The union has been contacted and has given their approval of the change.

**RECOMMENDATION:**

The Human Resources/Public Safety Committee and Finance & Appropriations Committee forwards a recommendation to approve adding the position to the Clerk's roster at a L4 wage level.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources / Public Safety Committee and Finance & Appropriations Committee

**FOR MEETING DATE:** June 1, 2022

**SUBJECT:** Bailiff Benefits

**SUMMARY OF ITEM TO BE PRESENTED:**

Sheriff Trent Taylor is requesting that the status of the Bailiff positions currently “part-time employees” be changed to “regular full-time” employees with benefits per the definitions of County policy B-5.0.

Sheriff Taylor is not requesting a change in wage but is requesting that the Bailiff’s work full-time hours, which would require the county to offer them insurance benefits and retirement. The annual cost to the county for benefits would range from \$21,431 to \$63,907 for two bailiffs depending on which insurance option they elect.

Sheriff Taylor has the funds to cover the wages for the Bailiff’s in his 2022 budget and the funds to cover the benefits could be taken from the 2022 budget as well, due to the large number of vacancies the Sheriff’s Office has had this year.

**RECOMMENDATION:**

The Human Resources / Public Safety Committee and the Finance & Appropriations Committee forwards a recommendation to the full board to approve the two Bailiff positions to be classified as regular full-time employees with benefits per County policy B-5.0.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance & Appropriations Committee  
**FOR MEETING DATE:** June 1, 2022  
**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. Attached is the proposed fee schedule along with the current fee schedule.

**RECOMMENDATION:**

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



## **Wexford County**

### **Request for Board of Commissioner Action**

**Department:** Building Department

**Submitted by:** Brooke Fuller

**Subject:** Electrical, mechanical, plumbing permit fee increase request

**Committee:** Finance

**Committee Meeting Date:** May 25<sup>th</sup>

**BOC Meeting Date:** June 1<sup>st</sup>

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

I am requesting to increase the electrical, mechanical, and plumbing permit application fees. This increase request would apply to the application fee, additional inspection fee, and final inspection fee. This would make all permit application fees and additional inspection fees the same across the board.

**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):

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

The costs of performing inspections have increased. Fuel costs have increased, and we have had to hire an additional inspector. Our permit fees have been low for quite some time, and this will get our permit fees more comparable with surrounding counties.

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

Would like the permit fee changes to take effect on June 13, 2022 if approved.

**List of Attachments:**

Wexford County's **current** electrical, mechanical, and plumbing permit applications/fees.  
Wexford County's **proposed** electrical, mechanical, and plumbing permit applications/fees.  
Surrounding Counties' electrical, mechanical, and plumbing permit applications and fees for comparing.

- City of Cadillac - \$105.00 - comm.  
\$53.00 - res

- Benzie County - \$110.00 - comm.  
\$77.00 - res

- Missaukee County - \$100.00

- Osceola County - \$150.00

- Lake County - \$135.00

- Manistee County - \$150.00 (State of  
MI)

\* Wexford:

\* current → electrical - \$60.  
(app fee + { mechanical - \$40.  
(incld. 1 insp.) { plumbing - \$40.

\* proposed → electrical - \$100.  
(app fee + { mechanical - \$100.  
(incld. 1 insp.) { plumbing - \$100.



**WEXFORD COUNTY MECHANICAL DEPT.**401 N. Lake Street  
Cadillac Michigan 49601  
Phone (231) 779-9465**APPLICATION AND MECHANICAL PERMIT****TYPE OF JOB:**COMMERCIAL: NEW - ☐ REMODEL - ☐  
RESIDENTIAL: NEW - ☐ REMODEL - ☐  
MOBILE HOME - ☐**THIS APPLICATION IS FOR: (print name of owner or agent)****Street Address & Job Location:****City:****Township:****Section:****Mechanical Firm:****Print Name:****Address:****City:****State:****Zip Code:****Date of Birth:****Phone:****HOMEOWNERS AFFIDAVIT**

I hereby certify the Mechanical work described on this permit application shall be installed by myself in my own single family dwelling in which I am living or about to occupy.

All work shall be installed in accordance with the Mechanical Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the Mechanical Inspector.

I will cooperate with the Mechanical Inspector and assume the responsibility to arrange for necessary inspections.

Homeowner Signature: \_\_\_\_\_

AUTHORITY: ACT 230, PA 1972, as Amended.  
COMPLETION: Installation Shall Not Be Started Until  
Application is Filed  
PENALTY: Written Order to Stop Construction

A plan review may be required before work is started, on any building other than a single family dwelling less than 3,500 square feet. Have plans been submitted for plan review?

☐ YES☐ NO☐ NOT REQUIRED**The following information is required by Act 135, Public Act 1989 for all permit applications for work on residential buildings or structures.**

LICENSE NO.	EXPIRATION DATE
FEDERAL EMPLOYER ID NUMBER OR REASON FOR EXEMPTION	
WORKERS COMP INSURANCE CARRIER OR REASON FOR EXEMPTION	
MESC EMPLOYER NUMBER OR REASON FOR EXEMPTION	
Section 23e of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125; 1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this State relating to persons who are to perform work on a residential building or a residential structure. Violators of Section 23e are subject to civil fines.	
APPLICANT SIGNATURE	APPLICATION DATE

VALIDATION AREA - OFFICE USE ONLY

**IT IS YOUR RESPONSIBILITY TO CALL INSPECTIONS  
24 HOURS IN ADVANCE BEFORE ANY WORK IS COVERED**

Do Not Write In This Space.

DATE OF APPLICATION: \_\_\_\_\_

DATE READY: \_\_\_\_\_

PERMIT NUMBER: \_\_\_\_\_

	Per Unit	No.	Fee
APPLICATION FEE (non-refundable; includes one inspection)	\$100.00	1	100.00
Residential Heating System (includes duct & pipe)	50.00		
Gas/Oil Burning Equipment - New and/or Conversion	30.00		
Residential Boiler	30.00		
Water Heater	5.00		
Flue/Vent Damper	5.00		
Solid Fuel Equipment (includes chimney)	30.00		
Chimney, Factory Built - installed separately	25.00		
Solar; set of 3 panels (includes piping)	20.00		
Gas Piping; each opening - new installation	5.00		
Residential A/C	30.00		
Heat Pumps; Complete Residential	30.00		
Bath & Kitchen exhaust	5.00		
Tanks - Above Ground	20.00		
Humidifiers	10.00		
Piping - minimum 25.00	0.05 per ft.		
Duct - minimum 25.00	0.10 per ft.		
Air Handlers/Heat Wheels	Under 10,000 CFM	20.00	
	Over 10,000 CFM	60.00	
Commercial Hoods	15.00		
Unit Ventilators	10.00		
Unit Heaters (Terminal Units)	15.00		
Fire Suppression/Protection - minimum 20.00	0.75 per hd		
Evaporator Coils	30.00		
Refrigeration (Split System)	30.00		
Compressor	30.00		
Special/Safety Inspection. (includes cert. fee)	45.00		
Additional Inspection	50.00		
Final Inspection	50.00		
Certification Fee	10.00		
Make checks payable to : Wexford County Building Department			TOTAL FEES:

**FINAL  
INSPECTION  
MUST BE CALLED  
FOR IN ORDER  
FOR THIS PERMIT  
TO BE VALID**

WEXFORD COUNTY ELECTRICAL DEPT.  
401 N. Lake Street  
Cadillac Michigan 49601  
Phone (231) 779-9465

**APPLICATION AND ELECTRICAL PERMIT**

TYPE OF JOB:  
COMMERCIAL: NEW- ☐ REMODEL- ☐  
RESIDENTIAL: NEW- ☐ REMODEL- ☐  
MOBILE HOME- ☐

THIS APPLICATION IS FOR: (print name of owner or agent)

Street Address & Job Location:

City:

Township:

Section:

Electrical Firm:

Print Name:

Address:

City:

State:

Zip Code:

Date of Birth:

Phone:

**HOMEOWNERS AFFIDAVIT**

I hereby certify the Electrical work described on this permit application shall be installed by myself in my own single family dwelling in which I am living or about to occupy.  
All work shall be installed in accordance with the Electrical Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the Electrical Inspector.  
I will cooperate with the Electrical Inspector and assume the responsibility to arrange for necessary inspections.

Homeowner Signature:

AUTHORITY: ACT 230, PA 1972, as Amended.  
COMPLETION: Installation Shall Not Be Started Until  
Application is Filed  
PENALTY: Written Order to Stop Construction

DATE OF APPLICATION: \_\_\_\_\_

DATE READY: \_\_\_\_\_

Do Not Write In This Space.

PERMIT NUMBER: \_\_\_\_\_

	Per Unit	No.	Fees
APPLICATION FEE (non-refundable) includes 1 inspection	\$100.00	1	100.00
Service: Through 200 Amp.	10.00		
Sub panel	10.00		
Over 200 amp. through 600 amp.	15.00		
Over 600 amp. through 800 amp.	20.00		
Over 800 amp. through 1200 amp.	25.00		
Over 1200 amp. GFI only	50.00		
Circuits	5.00		
Lighting fixtures - per 25	6.00		
Dishwasher	5.00		
Furnace - Unit Heater	5.00		
Electrical Heating Units (baseboard)	4.00		
Power Outlets (ranges, dryers, etc.)	7.00		
Well	10.00		
Signs: Unit	10.00		
Letter	15.00		
Neon - Each 25 feet	20.00		
Air Conditioning	10.00		
Feeders-Bus Ducts, etc. - per 50 feet	6.00		
Motors, Generators, Transformers	10.00		
Mobile Home Park Site	6.00		
Recreational Vehicle Site	4.00		
Compressors, Welders	10.00		
Units up to 20 K.V.A. & H.P.	6.00		
Units 21 to 50 K.V.A. or H.P.	10.00		
Units 51 K.V.A. or H.P. and over	12.00		
Communication Devices: 1-10	10.00		
11-20	10.00		
Over 20	2.00		
Fire Alarms: up to 10 devices	50.00		
(fire alarm systems - not 11 to 20 devices	100.00		
smoke detectors) Over 20 devices	5.00 each		
Energy Retrofit - Temp. Controls	10.00		
Conduit Only; or grounding only	45.00		
Special/Safety Inspection. (includes cert. fee)	45.00		
Additional Inspection	50.00		
Final Inspection	50.00		
Certification Fee	10.00		

Make checks payable to : Wexford County Building Department

TOTAL FEES:

A plan review may be required before work is started, on any building other than a single family dwelling less than 3,500 square feet. Have plans been submitted for plan review?

YES

NO

NOT REQUIRED

The following information is required by Act 135, Public Act 1989 for all permit applications for work on residential buildings or structures.

LICENSE NO.	EXPIRATION DATE
FEDERAL EMPLOYER ID NUMBER OR REASON FOR EXEMPTION	
WORKERS COMP INSURANCE CARRIER OR REASON FOR EXEMPTION	
MESC EMPLOYER NUMBER OR REASON FOR EXEMPTION	
Section 23e of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125; 1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this State relating to persons who are to perform work on a residential building or a residential structure. Violators of Section 23e are subject to civil fines.	
APPLICANT SIGNATURE	APPLICATION DATE

VALIDATION AREA - OFFICE USE ONLY

IT IS YOUR RESPONSIBILITY TO CALL INSPECTIONS  
24 HOURS IN ADVANCE BEFORE ANY WORK IS COVERED

**FINAL  
INSPECTION  
MUST BE CALLED  
FOR IN ORDER  
FOR THIS PERMIT  
TO BE VALID**

**WEXFORD COUNTY PLUMBING DEPT.**401 N. Lake Street  
Cadillac Michigan 49601  
Phone (231) 779-9465

DATE OF APPLICATION: \_\_\_\_\_

DATE READY: \_\_\_\_\_

Do Not Write In This Space.

PERMIT NUMBER: \_\_\_\_\_

**APPLICATION AND PLUMBING PERMIT**

## TYPE OF JOB:

COMMERCIAL: NEW - ☐ REMODEL - ☐  
RESIDENTIAL: NEW - ☐ REMODEL - ☐  
MOBILE HOME - ☐

THIS APPLICATION IS FOR: (print name of owner or agent)

Street Address &amp; Job Location: \_\_\_\_\_

City: \_\_\_\_\_

Township: \_\_\_\_\_

Section: \_\_\_\_\_

Plumbing Firm: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

**HOMEOWNERS AFFIDAVIT**

I hereby certify the Plumbing work described on this permit application shall be installed by myself in my own single family dwelling in which I am living or about to occupy.

All work shall be installed in accordance with the Plumbing Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the Plumbing Inspector.

I will cooperate with the Plumbing Inspector and assume the responsibility to arrange for necessary inspections.

Homeowner Signature: \_\_\_\_\_

AUTHORITY: ACT 230, PA 1972, as Amended.  
COMPLETION: Installation Shall Not Be Started Until  
Application is Filed  
PENALTY: Written Order to Stop Construction

A plan review may be required before work is started, on any building other than a single family dwelling less than 3,500 square feet. Have plans been submitted for plan review?

☐ YES☐ NO☐ NOT REQUIRED

The following information is required by Act 135, Public Act 1989 for all permit applications for work on residential buildings or structures.

LICENSE NO.	EXPIRATION DATE
FEDERAL EMPLOYER ID NUMBER OR REASON FOR EXEMPTION	
WORKERS COMP INSURANCE CARRIER OR REASON FOR EXEMPTION	
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APPLICANT SIGNATURE	APPLICATION DATE

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**FINAL  
INSPECTION  
MUST BE CALLED  
FOR IN ORDER  
FOR THIS PERMIT  
TO BE VALID**

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance & Appropriations Committee  
**FOR MEETING DATE:** June 1, 2022  
**SUBJECT:** Satisfaction Agreement

**SUMMARY OF ITEM TO BE PRESENTED:**

A county employee that was sponsored by the county to attend the Winter 2021 police academy, has submitted resignation. The Deputy tuition agreement agreeing to pay the cost of the tuition if he resigned prior to three years.

The tuition agreement for cadet sponsorship has been redone since the Deputy first signed it, with the major change being that the debt is decreased on a schedule per the amount of time worked. County legal advises that the county afford the same stipulations to all sponsored cadets. Attached is an Accord & Satisfaction agreement for your consideration that allows for the collection of the debt in a 50% reduced amount.

**RECOMMENDATION:**

The Finance Committee forward a recommendation to the full board to approve the agreement and authorize the Chairman to sign on behalf of the County.

**ACCORD AND SATISFACTION AGREEMENT**

This **ACCORD AND SATISFACTION AGREEMENT** (this "AGREEMENT"), is made and entered into as of the 20 day of May, 2022, by and among Wexford County and the Wexford County Sheriff ("Co-Employers") and Joshua Jobin ("Jobin").

**WHEREAS:** The Co-Employers have in the past offered and continues to offer certain qualified Sheriff Office employees the voluntary opportunity to attend (and for the Co-Employers to directly pay the tuition costs associated with) the MCOLES sponsored Police Academy ("Police Academy") under the terms and conditions of a contract. This contract has and continues to provide, amongst other provisions, that the employee agrees to be contractually obliged to repay the tuition cost to the Co-Employers in the event the employee voluntarily terminates or is terminated with cause from his/her employment within a three-year period.

**WHEREAS:** On January 5, 2021 Jobin executed the then standard version of the "Contract For Reimbursement Of Tuition Paid By Wexford County On Behalf Of Employee" (the "2021 Jobin Contract"). Under the 2021 Jobin Contract, Jobin and Co-Employers agreed, among other things, that Jobin would repay the full tuition cost to the Co-Employers if Jobin were to voluntarily terminate his/her employment within a three-year period. A copy of the 2021 Jobin Contract is attached.

**WHEREAS:** Pursuant to the Jobin Contract, in January 2021 the Co-Employers directly paid \$7,464.00 in tuition and fees to Kirkland Community College for Jobin to attend the Police Academy. Jobin attended and successfully completed the Winter 2020 Police Academy and was employed by Co-Employers. In May, 2022 Jobin submitted a resignation effective May 21, 2022. As such, under the terms of the 2021 Jobin Contract, Jobin is contractually obliged to repay to the Co-Employer the full-sum of \$7,464.00 which debt may be deducted from wages and banked time, and/or subject to collection proceedings as provided by law.

**WHEREAS:** In 2022 the Co-Employers have modified the form of the standard contract and included new provisions to Contract For Reimbursement Of Tuition Paid By Wexford County On Behalf Of Employee to be applied on a prospective basis which continues to contractually require an employee to repay the tuition cost to the Co-Employers the employee voluntarily terminates or is terminated with cause from his/her employment within a three-year period, but which also includes scheduled percentile reduction of the debt during the three-year period ("Prospective 2022 Contract").

**WHEREAS:** Although under no legal or contractual duty to do so, the Sheriff has authorized a contingent offer to reduce the \$7,464.00 amount Jobin is

required to repay under the 2021 Jobin Contract by a sum commensurate with the current terms of the Prospective 2022 Contract ("Accord");

**WHEREAS:** Such accord is strictly contingent upon execution by Jobin of this Accord and Satisfaction Agreement, approval of this Agreement by the Board of Commissioners, and Jobin's timely and full remittance of such reduced sums ("Satisfaction") under the terms of this Accord and Satisfaction Agreement.

**NOW THEREFORE, IT IS AGREED THAT:**

1. **ACCORD AND SATISFACTION.** Contingent upon full payment by Jobin of the sum of 3,732.00 to Wexford County and the Board of Commissioners approval of this Accord and Satisfaction Agreement, it is agreed that the 2021 Jobin Contract contractual repayment amount will be reduced from \$7,464.00 to the sum of \$3,732.00. Consistent with the 2021 Jobin Contract and/or Prospective 2022 Contract, Jobin expressly here authorizes Co-Employers to deduct up to the full reduced sum of \$3,732.00 from any compensation owed by the Wexford County to Jobin including, but not limited to sums owing as accrued vacation, comp time, sick time, annual leave or personal leave or wages due. Such authorization by Jobin shall be deemed effective prior to the approval of this Accord and Satisfaction by the Board of Commissioners.
2. Upon full execution of this Accord and Satisfaction Agreement by all parties and full remittance of the reduced sum of \$3,732.00 by Jobin to Wexford County, the debt of Jobin to Wexford County will be deemed to have been repaid in all respects, and Jobin will have no further obligation whatsoever with respect to 2021 Jobin Contract and any such debt shall be will be deemed forever cancelled and discharged ("ACCORD AND SATISFACTION").
3. It is understood and agreed by the parties hereto that the facts and respective assumptions of law in contemplation of which this Agreement is made may hereafter prove to be other than or different from those facts and assumptions now known, made or believed by them to be true. Each of the parties hereto expressly accepts and assumes the risk of the facts and assumptions to be so different, and the parties hereto agree that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts or assumptions of law.
4. The terms of this Agreement are contractual and are not a mere recital and there are no agreements, understandings, or representations made by the Employer or Employee except as expressly stated herein.
5. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

6. This offer shall be expressly withdrawn and expire by its terms if not executed by Jobin on or before on May 20, 2022. Thereafter, the Co-Employer shall undertake any deductions from compensation owed or collection actions based upon the agreed to provisions and sums stipulated in the 2021 Jobin Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Accord and Satisfaction Agreement on the dates indicated below next to their signatures.

**IN PRESENCE OF:                      EMPLOYEE**

5/20/2022

Date

  
\_\_\_\_\_  
Joshua Jobin

**CO-EMPLOYERS:**

**WEXFORD COUNTY SHERIFF**

\_\_\_\_\_

Date

\_\_\_\_\_

Trent Taylor

**WEXFORD COUNTY**

\_\_\_\_\_

Date

\_\_\_\_\_

Gary Taylor

Chairperson, Wexford County Board of Commissioners

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance & Appropriations Committee  
**FOR MEETING DATE:** June 1, 2022  
**SUBJECT:** Northern District Fair Board Request for Financial Assistance

**SUMMARY OF ITEM TO BE PRESENTED:**

Mr. Larry Walsh, President of Northern District Fair (NDF), is requesting financial assistance from the County. NDF applied for a reimbursement grant in the amount of \$22,666.00 for capital improvements. There is a match commitment of \$11,334.00, in which the NDF is requesting the County to consider paying for half. The County would be responsible for \$5,667.00.

**RECOMMENDATION:**

The Finance Committee forwards a recommendation to the full board to approve no more than \$5,667.00 for assistance in capital improvements of facilities at the Northern District Fair Board.



**GG 22\*2487**

**Grant Agreement**  
**Regarding the**  
**County Fair Capital Improvement Grant**  
  
**Between the**  
**Michigan Department of Agriculture and Rural Development**  
**and**  
**Northern District Fair**

**Michigan Department of Agriculture and Rural Development  
County Fair Capital Improvement Grant**

By authority granted under Act No. 87 of the Public Acts of 2021, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the Northern District Fair (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$22,666.00.

The grant shall be effective from 5/1/2022 to 8/31/2023.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Larry Walsh  
Northern District Fair

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Sylvia Renteria, Director  
Executive

Michigan Department of Agriculture and Rural Development  
Grant Agreement

**TITLE:** County Fair Capital Improvement Grant

**GRANTEE/ADDRESS:** Candy Prince  
Northern District Fair  
221 E. 13th Street  
Cadillac, Michigan 49601  
Phone: 231-920-7837  
E-mail: maplewoodsaussies@gmail.com

**GRANT ADMINISTRATOR/  
ADDRESS:** Michael Hetherington  
Michigan Department of Agriculture and Rural  
Development  
Executive  
P.O. Box 30017  
Lansing, Michigan 48909  
Phone: 517-285-8463  
E-Mail: HetheringtonM1@michigan.gov

**TOTAL AUTHORIZED  
BUDGET:** \$22,666.00

**GRANT NUMBER:** 22\*2487

**ACCOUNTING TEMPLATE:** 791FERCTYFAIRGRANTS

**SIGMA VENDOR ID:** CV0048995

**ADDRESS ID:** 006

The two ID's listed above need to be filled out by the vendor to complete the contract and issue the payments. Please visit <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService> to access your vendor profile. Support is available by email [SIGMA-Vendor@Michigan.gov](mailto:SIGMA-Vendor@Michigan.gov) or phone 517-284-0550. Support Center hours of operation are 7:00 AM – 5:00 PM M-F.

## **I. GENERAL TERMS AND CONDITIONS**

### **A. Record Retention**

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

### **B. Procurement**

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

### **C. Grant Changes**

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

### **D. Regulation Compliance**

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

### **E. Non-Discrimination Clause**

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

**F. Unfair Labor Practices**

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

**G. Liability Insurance**

For Universities & Counties/Local Units of Government (i.e. City of) use this Language:

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

OR

All Others:

During the term of this grant, the Grantee and all contractors and subcontractors will provide and maintain public liability, property damage, and worker's compensation insurance in an amount sufficient to protect the interests of all parties to this Grant Agreement against any and all claims which may arise out of the Grantee's operations under the terms of this Grant Agreement.

**H. Indemnification**

For Universities & Counties/Local Units of Government (i.e. City of) use this Language:

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

All Others:

The State, its officers, agents and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from any work done under this Grant Agreement; nor for any loss or damage to any materials, equipment, or other property that may be used or employed in connection with the Grant Agreement; or for any damages to any person.

The Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to the Grantee,

contractors, subcontractors, material providers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance under this Grant Agreement from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee's, contractor's or subcontractor's performance under this Grant Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy.

#### **I. Conflict of Interest**

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

#### **J. Cancellation**

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

**K. Electronic Funds Transfer**

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

**L. Freedom of Information**

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

**II. SPECIAL TERMS AND CONDITIONS**

**A. Statement of Purpose**

The purpose of this grant is to assist in the promotion of building or capital improvements on county fairgrounds within Michigan.

**B. Statement of Work**

Restrooms, exterior lighting, announcer's booth, and grandstand kitchen remodel.

**C. Budget**

This is a cost reimbursement or deliverable based grant funded by state or restricted revenue. The cost reimbursement

Grant Funded Materials and Labor	\$22,666.00
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Matching Funds	\$11,334.00
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Match Commitment- The funds being provided under this Agreement require the Grantee to provide a funding match to secure a disbursement of funding. Grant amount and match amount committed by the Grantee are identified in the Project Budget included in this Grant Agreement. Under no circumstances will a grant payment be made if the Grantee fails to provide at least a 50 percent cash match in project expenditures to the invoice amount requested. If a Grantee fails to provide the match amount identified in the Grant Agreement, payment will be withheld until the supporting documentation has been provided. If the cash match is under 50 percent of the invoice amount then a payment amount calculated from the cash match supporting documentation will be communicated to the grantee and is available for payment.

**D. Payment Schedule**

Payments will not be made until reports have been received by the Grant Administrator as required in Section II-F. Grantee's invoice must include a reconciliation of actual expenses incurred during the reporting period for reimbursement.

First Payment: Upon receipt of the September 15, 2022 Interim Report or earlier if reporting requirements are met.

Final Payment: Upon receipt of Final Report – No later than September 15, 2023

**E. Audit**

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

**F. Reporting**

Interim Reports will be due to the Grant Administrator on September 15, 2022 and a Final Report is due September 1, 2023.

At a minimum, each report shall contain an invoice (optional template attached) and:

- A. A narrative of how this project met the goals and objectives outlined in the proposal.
- B. A narrative of the impact this project had on the fair and for the community.
- C. A financial summary as compared to the budget submitted. Summary must include a reconciliation of actual expenses incurred during the reporting period for reimbursement. Copies of paid invoices and receipts must be included with supporting documentation.
- D. Attach pictures of project progress from beginning of the project as well as the current status of the project.

By September 15, 2022, Grantee shall submit an estimated billing for expenditures incurred and not reimbursed for in the fiscal year ending September 30, 2022. Payable Template attached.

A final billing and report are due by September 1, 2023 and should also include Performance Measurements for the fair year after completion of the project:

	Most Recent 3- Year Average	2022 or 2023 Attendance/ Revenue	Percentage Increase/ Decrease
Overall Fair Attendance	10,000		
Overall Non-Fair/Off-Season Attendance	3,500		
Number of Non-Fair Events Held on the Fairgrounds	6		
Gross Revenue	\$55,000		
Non-Fair/Off-Season Revenue	\$10,000		

**G. Additional Information**

Three years after the completion of the capital improvement project, a report of the financial impact that this improvement has had for both fair and non-fair events must be



submitted. This report should include the number of new non-fair events, revenue generated from these events and additional revenue generated during the fair because of this improvement for each year.

6/1/2022

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

<b>Amendment # of #</b>	<b>Revenue / Expenditure</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Increase</b>	<b>Decrease</b>
Amendment 1 of 3	Revenue	249-000-699.00	Appropriated Fund	\$1,000.00	
	Expenditure	249-000-727.00	Office Supplies	\$1,000.00	
Notes: Building Department Request					

<b>Amendment # of #</b>	<b>Revenue / Expenditure</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Increase</b>	<b>Decrease</b>
Amendment 2 of 3	Expenditure	101-301-702.03	Permanent Employee		\$31,805.84
		101-351-702.03	Permanent Employee		\$31,805.84
		101-301-721.00	Health Insurance	\$55,628.30	
		101-301-720.00	Retirement	\$7,983.38	
Notes: Sheriff Department request to cover benefits for full-time bailiff positions					

<b>Amendment # of #</b>	<b>Revenue / Expenditure</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Increase</b>	<b>Decrease</b>
Amendment 3 of 3	Revenue	101-362.539.00	PA 511	\$8,285.00	
	Expenditure	101-362-702.03	Permanent Employees	\$10,785.00	
		101-362-760.00	PA 511 - PBT Expense	\$8,000.00	
		101-362-800.02	PA 511 - Active Tether	\$8,000.00	
		101-362-802.00	Transition House		\$20,000.00
		101-362-851.00	PA 511 - Cell Phone	\$500.00	
		101-362-860.00	PA 511 - Travel/Conf	\$500.00	
		101-362-957.00	PA 511 - Training	\$500.00	
		101-363-727.00	Office Supplies	\$1,000.00	
		101-363-727-.01	Drug Testing	\$7,000.00	
		101-363-760.00	PBT Expenses		\$13,000.00
		101-363-800.02	Active Tether/Elect		\$5,000.00
		101-363-802.00	Transition House	\$10,000.00	
Notes: Community Corrections request to follow recommendation from audit on May 23, 2022					



## WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

FUND:    ☐ General    ☐ PIC    ☐ Special Revenue    ☐ Debt Service    ☐ DPW / Landfill

### REVENUE

Account Number	Account Description	Decrease	Increase
249-000-699.00	Appropriated Fund	\$	\$ 1,000.00
	Balance	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$	\$ 1,000.00

### EXPENDITURE

Account Number	Account Description	Increase	Decrease
249-000-727.00	Office Supplies	\$ 1,000.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$ 1,000.00	\$

Brooke Fuller  
Department Head Signature

05/16/2022  
Date

Finance Committee Approval Date (if necessary) \_\_\_\_\_

(For Treasurer use only)

B.A. Number \_\_\_\_\_

Date \_\_\_\_\_



## WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

FUND:      9 General      9 PIC      9 Special Revenue      9 Debt Service      9 DPW / Landfill

### REVENUE

Account Number	Account Description	Decrease	Increase
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total</b>		\$	\$

### EXPENDITURE

Account Number	Account Description	Increase	Decrease
101-301-702.03	Permanent Employee	\$	\$ 31805.84
101-351-702.03	Permanent Employee	\$	\$ 31805.84
		\$	\$
101-301-721.00	Health Insurance	\$55628.30	\$
101-301-720.00	Retirement	\$7983.38	\$
		\$	\$
		\$	\$
<b>Total</b>		<b>\$63,611.68</b>	<b>\$ 63,611.68</b>

  
 Department Head Signature

5/23/2022  
 Date

Finance Committee Approval Date (if necessary) \_\_\_\_\_

(For Treasurer use only)

B.A. Number \_\_\_\_\_

Date \_\_\_\_\_



## WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

FUND:      9 General      9 PIC      9 Special Revenue      9 Debt Service      9 DPW / Landfill

### REVENUE

Account Number	Account Description	Decrease	Increase
101-362-539.00	PA 511	\$	\$ 8,285.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$	\$ 8,285.00

### EXPENDITURE

Account Number	Account Description	Increase	Decrease
101-362-702.03	PERMANENT EMPLOYEES	\$ 10,785.00	\$
101-362-760.00	PA 511 - PBT EXPENSE	\$ 8,000.00	\$
101-362-800.02	PA 511 - ACTIVE TETHER	\$ 8,000.00	\$
101-362-802.00	TRANSITION HOUSE	\$	\$ 20,000.00
101-362-851.00	PA 511 - CELL PHONE	\$500.00	\$
101-362-860.00	PA 511- TRAVEL/CONF	\$500.00	\$
101-362-957.00	PA 511 - TRAINING	\$500.00	\$
Total		\$	\$

Mistine Stack  
Department Head Signature

5-25-22  
Date

Finance Committee Approval Date (if necessary) \_\_\_\_\_

(For Treasurer use only)

B.A. Number \_\_\_\_\_

Date \_\_\_\_\_





## WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

FUND:      9 General      9 PIC      9 Special Revenue      9 Debt Service      9 DPW / Landfill

### REVENUE

Account Number	Account Description	Decrease	Increase
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$	\$

### EXPENDITURE

Account Number	Account Description	Increase	Decrease
101-363-727.00	OFFICE SUPPLIES	\$ 1,000.00	\$
101-363-727.01	DRUG TESTING	\$7,000.00	\$
101-363-760.00	PBT EXPENSES	\$	\$13,000.00
101-363-800.02	ACTIVE TETHER/ELECT	\$	\$5,000.00
101-363-802.00	TRANSITION HOUSE	\$10,000.00	\$
		\$	\$
		\$	\$
Total		\$46,285.00	\$38,000.00

Mistine Stark  
Department Head Signature

5-25-22  
Date

Finance Committee Approval Date (if necessary) \_\_\_\_\_

(For Treasurer use only)  
B.A. Number \_\_\_\_\_

Date \_\_\_\_\_