



Wexford County

EXECUTIVE COMMITTEE

Gary Taylor, Chair

NOTICE OF MEETING

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, February 14, 2023, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JANUARY 10, 2023 REGUALR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Update – RAP Area Monitoring Wells (*D. Staub, Pescador*)
 - 2. Discussion on Current Litigation Matters
 - 3. Infrastructure Alternatives Inc. Monthly Report (*T. Lutke, January 2023*)..... 3
 - 4. Letter of Understanding POAM Non 312 Re: Sick Leave 4
 - 5. Two Seven Oh, Inc. Grant Agreement..... 8
 - 6. Old Jail Property Listing Agreement Discussion..... 10
 - 7. Transition House Proceeds Discussion
- H. CORRESPONDENCE
- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD
EXECUTIVE COMMITTEE MEETING
MEETING MINUTES
January 10, 2023

The Executive Committee regular meeting was called to order by Chair, Gary Taylor at 4:00 p.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Gary Taylor, Chair; Mike Musta, Brian Potter, and Julie Theobald

Members Absent: None

Also Present: Jami Bigger, Deputy County Administrator/HR Director; Megan Kujawa, Senior Executive Assistant (*Extended Meeting Room via Zoom); Tom Lutke, IAI Project Manager; Kristi Nottingham, Treasurer; and Joe Porterfield, County Administrator/Equalization Director.

**Extended meeting room offered on the ground floor to accommodate for the elevator being out of service.*

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: *Item G.3. IAI Rate Increase Discussion*

APPROVAL OF THE AGENDA

A motion was made by Comm. Theobald and supported by Comm. Musta to approve the agenda, as amended. A vote was called, all in favor. Motion passed, 4-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Musta and supported by Comm. Potter to approve the December 13, 2022, Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Discussion on Current Litigation Matters

Administrator Porterfield informed the committee the Opioid Lawsuit with Ottawa County will have a hearing on Friday in front of the Ingham County Judge. Also, the lawsuit against the current Prosecutors and former Prosecutor involving the Manton Motel fire has been dismissed.

G.2. Infrastructure Alternatives Inc. (IAI) Monthly Report (December 2022)

Tom Lutke, IAI Project Manager, was present and a report was provided in the packet. Mr. Lutke reviewed key points of the report with the committee.

G.3. IAI Rate Increase Discussion

A rate increase proposal was given to committee members at the beginning of the meeting from Infrastructure Alternatives Inc. Mr. Lutke discussed the rate increase with the committee and referenced that this was a follow-up from last month's meeting. IAT originally requested an overall 10% increase, 8% on top of the already scheduled 2%.

Chair Taylor stated that he has discussed the increases with Mr. Porterfield and that it is suggested that a motion be made for a 6% increase, on top of the scheduled 2%, which would equal the 8% total for 2023. Mr. Porterfield stated that this would align with the projections of inflation.

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to increase the Cedar Creek Water Supply rate by 6% in addition to the scheduled 2% increase, for a total 8% increase for 2023. A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR’S COMMENTS

Admin. Porterfield informed the committee that there has been continuous discussion about the Enabling Agreement for Northern Lakes Community Mental Health with the six counties involved. We will be looking into holding a listening session at the Wex for the public and stakeholders to share their comments and concerns about NLCMH.

Mr. Porterfield sent out an e-mail to the contractors involved with the elevator updates requesting they be on site tomorrow the 11th; he was hopeful the upgrade will be wrapped up soon.

Mr. Porterfield was informed by the 911 Director, Mr. Alworden, that 911 services are currently down statewide; there will be an alert sent through Code RED. Restoration time is uncertain at the time.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

Chair Taylor thanked everyone for coming.

ADJOURN

A motion was made by Comm. Theobald and supported by Comm. Potter to adjourn at 4:10 p.m. A vote was called. All in favor, motion passed.

Gary Taylor, Chair

Megan Kujawa, Recording Secretary

Monthly Operations & Maintenance Report

February 14, 2023

Report for Month: January 2023
Location: Wexford County
Facilities: Cedar Creek Water Plant & Distribution System
Operator in Charge: Ryan Longstreet, Certified Operator

Emergency Callouts/Customer Complaints

- ❑ No callouts or customer complaints this month.

Significant Events:

- ❑ 1/3 – Updated Cedar Creek Water Rates for 2023.
- ❑ 1/23 – Dunbar Excavating out to repair the water leak at 9311 E. 22 Rd. The leak was in between the old well pit and the house. The leak looked like it may have been caused by a weak spot in the piping that was damaged during installation and then finally gave way and began to leak.

Preventive Maintenance:

- ❑ Replaced Chlorine feed pump tube.
- ❑ IAI staff continues to regularly check chlorine residuals throughout the water system.

Facilities Data for the Month

Production at Well House	438,490 gallons
Metered Usage	330,537 gallons
Metered Flushing	248,560 gallons
Difference *(% Gain)	*140,607 gallons (32.07%)



LETTER OF UNDERSTANDING**BETWEEN****WEXFORD COUNTY BOARD OF COMMISSIONERS (County) AND
WEXFORD COUNTY SHERIFF (Sheriff)****AND****POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Union)****(Corrections, Animal Control and Administrative Assistants)****Re: REVISED SICK LEAVE CARRY OVER PROVISION PROVISION**

WHEREAS, the parties negotiated and executed a Collective Bargaining Agreement (CBA) effective January 1, 2022 - December 31, 2024, and

WHEREAS, the CBA provides, in Article 42.1, for the accrual of paid sick days, and an annual payout to eligible employees of banked sick time. Specifically:

42.1: Paid Sick Days. Employees covered by this Agreement shall earn and be granted sick days with pay under the following conditions and qualifications:

- A. (1) On December 1st of each year, following completion of twelve (12) months of employment, each full time employee shall be credited with forty-eight (48) hours of sick time.
- (2) Upon successful completion of ninety (90) days of their one (1) year probationary period, full time employees will be credited with the number of sick days based on a pro rata relationship between the date of completion of ninety (90) days of probation and December 1st. The Sheriff has discretion to authorize a probationary employee be advanced sick time prior to the first anniversary date. If a probationary employee who is advanced sick time ceases employment, such any remaining advance balance may be deducted from the employee's final paycheck.
- (3) Paid sick days may not be utilized in advance of the date they are credited.
- B. One (1) day of sick day credits shall equal eight (8) hours at the employee's straight time regular hourly rate of pay when he takes sick days.

C. An employee may utilize his sick day allowance when he is incapacitated for the safe performance of his duty due to illness or injury.

D. The Sheriff may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick day benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.

E. Paid sick days shall not accumulate from December 1st of any year to December 1st of any other year or be "carried over" in any manner and will have no monetary value upon separation from employment with the Employer for whatever reason.

F. On November 30 of each calendar year, all unused sick leave days shall be multiplied by the employee's straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date.

G. Sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.

and

WHEREAS, the Union, Sheriff and County have raised an issue regarding the detrimental effect of the CBA language and annual payout on the ability of certain probationary employee's to retain, carry-over and utilize banked sick days; and

WHEREAS, the Police Officers Association of Michigan Wexford County Act 312-Eligible Deputies unit agreed contract language during the last negotiations to address the issue; and

WHEREAS, the Sheriff and Union are amenable to modifying the CBA to also address this issue, subject to approval of the Wexford County Board of Commissioners.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Effective on approval by the Board of Commissioners and last the date of execution by all parties, Article 42.1 shall be amended to provide as follows:

42.1: Paid Sick Days. Employees covered by this Agreement shall earn and be granted sick days with pay under the following conditions and qualifications:

A. (1) On December 1st of each year, following completion of twelve (12) months of employment, each full time employee shall be credited with forty-eight (48) hours of sick time.

(2) Upon successful completion of ninety (90) days of their one (1) year probationary period, full time employees will be credited with the number of sick days based on a pro-rata relationship between the date of completion of ninety (90) days of probation and December 1st. A probationary employee who receives pro-rata sick leave under this paragraph shall carry over such pro-rated sick time to the next calendar year and shall not be receive the November 30 payout. Such employees will receive the remainder of the of the sick time on the employee's 1-year anniversary, Thereafter, on November 30th following completion of their 1 year anniversary date all unused sick leave days shall be multiplied by the employee's straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date.. In the event that the 90-days and 1-year anniversary for a new employee occur during the same calendar year, on the 1-year anniversary the employee would receive only those non-credit hours which would equate to a total of 48 hours. (EX: Reach 90 days in mid-February and given 40 hours, receive the other 8 hours on 1-year anniversary).

(3) Paid sick days may not be utilized in advance of the date they are credited.

B. One (1) day of sick day credits shall equal eight (8) hours at the employee's straight time regular hourly rate of pay when he takes sick days.

C. An employee may utilize his sick day allowance when he is incapacitated for the safe performance of his duty due to illness or injury.

D. The Sheriff may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick day benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.

E. Except as provided in Article 42.1A(2), paid sick days shall not accumulate from December 1st of any year to December 1st of any other year or

be “carried over” in any manner and will have no monetary value upon separation from employment with the Employer for whatever reason.

F. Except as provided in Article 42.1A(2), on November 30 of each calendar year, all unused sick leave days shall be multiplied by the employee’s straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date.

G. Sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.

2. This CBA amendment shall be prospective only and shall have no retroactive application. As such, the effect of the change shall become effective on and after the November 30, 2023 payout.
3. Except as set forth above, the remainder of the CBA is unchanged.

FOR THE WEXFORD COUNTY
SHERIFF

Trent Taylor, Sheriff Date

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

James Cross, Business Agent Date

FOR THE WEXFORD COUNTY
BOARD OF COMMISSIONERS

Gary Taylor, Chairperson Date

Anthony Vermeulen Date

Joe Porterfield, Administrator Date

Two Seven Oh Inc.

Reimbursement Grant Agreement

February 6, 2023

GRANTEE:	Wexford County Animal Shelter
GRANT AMOUNT:	\$5,000.00
GRANT PERIOD:	February 1, 2023 - August 1, 2023
FINAL REPORT DUE:	September 1, 2023
GRANT DESCRIPTION:	To spay and neuter animals prior to adoption. Costs will be covered up to \$263.50.00 per female canine and \$163.50.00 per male canine. Costs will also be covered up to \$157.40 per female feline and up to \$113.90 per male feline. Services will be provided by Meyer Veterinary Clinic.

GRANT ADMINISTRATOR:	Madison Cregar
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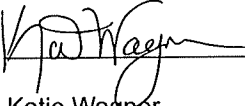
Two Seven Oh Inc. (The Foundation) and The Grantee are entering into this agreement to establish the terms of The Foundation's grant to The Grantee.		Please initial each section
1	The Foundation will only cover expense specified in the Grant Description.	
2	Services must occur within the Grant Period.	
3	The Foundation and The Grantee may agree in writing to modify the objectives, methods or timeline of the Grant Description. Any modifications must take place before the end of the Grant Period. Any modification request after the end of the Grant Period will not be allowed	
4	<p>The Grantee agrees to submit a Final Report no later than 28 days after the end of the Grant Period. This report must include:</p> <ul style="list-style-type: none"> - a brief summary of the outcome of your Grant - a full financial accounting of the expenditures of the grant with invoice(s)/receipt(s) for all payments used to fulfill the Grant Description you wish to have covered by this grant. <p>Invoices/receipts must have:</p> <ol style="list-style-type: none"> a. The description and quantity of products and/or services, line by line, and the cost of each of item; b. The date at which the products were purchased or when services occurred; c. The vendor's name with contact information; d. The Grantee's name somewhere on the invoice <p>(If The Grantee is unable to provide an invoice/receipt without one or more of these items, the invoice/receipt will be invalid and will be removed from final award amount.)</p> <ul style="list-style-type: none"> - a completed Spay Neuter Grant Summary (attached) for all surgeries included in the Grant. Each veterinarian listed in your summary under Surgery Performed By, must sign the last page of the summary, certifying that all surgeries that indicated them as the one who performed the surgery, were indeed performed. This is not be used as an invoice for procedures 	
5	The Foundation agrees to reimburse The Grantee up to, but not exceeding, the Grant Amount to solely implement the Grant Description, for expenses The Grantee incurred during the Grant Period following the submission of a Final Report.	
6	The Grantee agrees to cover any expenses exceeding the Grant Amount.	

7	The Grantee agrees to immediately notify The Foundation if any of the following occurs in the Grant Period: - any changes in key personnel - any changes in address or phone number - any development that significantly affects the operation of the Grant Description - any additional funding for the Grant Description	
8	The Grantee agrees to credit the participation of The Foundation as "Anonymous" in any advertisement, publicity or public comment related to the Grant Description.	
9	The Grantee will keep adequate records to document the expenditure of funds and activities supported by the grant. The Grantee agrees to make available to The Foundation the financial records related to the activities supported by the grant at any given time during the Grant Period.	
b	All veterinarians that will be performing any procedures must have an active license to practice veterinary medicine and had no formal complaints filed against them within the last year.	
10	In the event The Foundation finds that The Grantee has failed to comply with any terms of this agreement, The Foundation may cancel its participation in the Grant Description resulting in no funds being reimbursed.	
11	The Foundation is not obligated to issue reimbursement checks before the Final Report Due Date, regardless if the grantee completes and submits the final report prior to the due date.	

On behalf of The Grantee as a **Board Member**, I understand and agree to the foregoing terms and conditions of accepting Two Seven Oh Inc.'s grant, and authorize this agreement on The Grantee's behalf.

Signature: _____
 Printed Name: _____
 Board Position/Title: _____
 Date: _____
 E-mail: _____
 Phone: _____

I authorize this grant agreement and terms listed above as a representative of The Foundation.

Signature of Director of Grants:  _____
 Printed Name of Director of Grants: Katie Wagner _____
 Date: February 6, 2023 _____

This signed agreement must be postmarked, faxed or emailed by:	March 6, 2023
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Please note that if each section is not initialed and the agreement is not signed by a **Member of the Board (or Board of Commissioners) the agreement will not be valid. If you have any questions please contact the Grant Administrator listed on your agreement.*

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Executive Committee
FROM: Administration
FOR MEETING DATE: February 14, 2023
SUBJECT: Old Jail Property Realtor Agreement Discussion

SUMMARY OF ITEM TO BE PRESENTED:

The listing agreement with Jim Meier, Premier Realty, expired January 27, 2023. The committee should discuss renewing the listing agreement or finding another realtor.

RECOMMENDATION:

Discuss and forward a recommendation to the full board.