



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, July 05, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

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. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENT
Designated for topics on the agenda only.
- 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 June 21, 2023 Regular Meeting Minutes.....1
- J. AGENDA ITEMS
 - 1. Removal of D-9.1 Wrecker Policy (HR/PS 06/27/2023)6
 - 2. Fiscal Year 2024 Budget Calendar Draft (Finance 06/28/2023).....11
 - 3. MIDC Compliance Plan for Fiscal Year 2024 (Finance 06/28/2023)12
 - 4. Networks Northwest Fiscal Year 2024 Appropriations Request (Finance 06/28/2023).....54
 - 5. Central Dispatch Request for Additional Dispatcher (HR/PS 06/27/2023 & Finance 06/28/2023)56
 - 6. Networks Northwest – MiWorks Lake Street Lease Agreement (Finance 06/28/2023)58
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, June 21, 2023

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

Roll Call: Present- Commissioners Michael Musta, Ben Townsend, Kathleen Adams, Michael Bush, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Jason Mitchell.

Pledge of Allegiance.

Additions/Deletions to the Agenda- *None.*

Approval of the Agenda

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

All in Favor.

Public Comment-*None*

Employee Recognition- *None.*

Presentation and Reports-

Eric Karbowski, MSU Extension District 6 Director, provided the Board with updates on some of their current programs. He highlighted their health and nutrition programs, that allow for in person trainings, as well as hybrid trainings. He also encouraged everyone to sign up for the 4-H newsletter if they have not already done so.

Mr. Karbowksi explained that he had been a part of the interview process for the Director of the Alliance for Economic Success. It has been an intense process.

Consent Agenda

1. Approval of the June 7, 2023 Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Prosecutor's Office IV-D Reimbursement Agreement
MOTION by Comm Theobald, seconded by Comm Adams to approve the presented IV-D Cooperative Reimbursement Program Agreement for fiscal year 2024 and authorize the Chairman to sign.

Roll Call: Motion Passed 8-0.

2. Wexford County L-4029 Tax Rate Request
MOTION by Comm Bush, seconded by Comm Theobald to approve the 2023 Tax Rate Request, report L-4029, and authorize the Chairman and County Clerk to sign the report.

Roll Call: Motion Passed 8-0.

3. Resolution 23-12 Summer Millage Rate Request
MOTION by Comm Theobald, seconded by Comm Musta to approve Resolution 23-12 Summer Millage Rate for the Fiscal Year 2023 Budget.

Roll Call: Motion Passed 8-0.

4. Sheriff's Office TruNarc Request-Opiate Recovery Funds
MOTION by Comm Adams, seconded by Comm Bush to approve the Sheriff's Office request of purchasing a TruNarc Narcotic Analyzer in the amount of \$39,204.00, utilizing Opiate Recovery Funds and to waive the sealed bid process in accordance with Section I.5. of Policy D-1.0 Purchasing, Contracts and Sales.

Administrator Porterfield explained that this had come through the Finance Committee. This was being requested by the Sheriff's Department because the State Police are no longer testing certain things. This would give the Sheriff's Department on site testing.

Roll Call: Motion Passed 8-0.

5. Sheriff's Office Deterra Request-Opiate Recovery Funds
MOTION by Comm Adams, seconded by Comm Theobald to approve the Sheriff's Office request of purchasing Deterra Drug Deactivation System in the amount of \$10,146.00, utilizing Opiate Recovery Funds and to waive the sealed bid process in accordance Section I.5. of Policy D-1.0 Purchasing, Contracts and Sales.

Administrator Porterfield explained that this was also another one that went through the Finance Committee.

Roll Call: Motion Passed 8-0.

6. Veterans Service Deterra Request-Opiate Recovery Funds
MOTION by Comm Theobald, seconded by Comm Bush to approve the Veterans Services request of purchasing Deterra Drug Deactivation System in the amount of \$5,770.00, utilizing Opiate Recovery Funds, and to waive the three quote requirement in accordance Section I.1.a. of Policy D-1.0 Purchasing, Contracts, and Sales.

Roll Call: Motion passed 8-0.

7. Budget Amendment

MOTION by Comm Bush, seconded by Comm Theobald to approve the budget amendment dated June 21, 2023.

**Wexford County Board of Commissioners
Amendments to the 2023 Budget Log**

BOC Meeting Date	Acct	Acct Description	Revenue	Expense
	101-275-		\$	
2023-06-21	626.09	QPCR	10,169.00	
	101-275-	Beaches Grant	\$	
	538.00	Ecoli	6,297.00	
	101-275-	Beaches Grant		\$
	702.03	Ecoli		3,785.00
	101-275-			\$
	702.04	QPCR		1,503.00
	101-275-			\$
	800.09	Ecoli		1,000.00
	101-275-			\$
	800.10	QPCR		8,303.00
	101-275-			\$
	860.03	Ecoli		1,512.00
	101-275-			\$
	860.04	QPCR		363.00

Roll Call: Motion passed unanimously.

8. Resolution 23-13 Approving AAANM Fiscal Year 2024 Implementation Plan
MOTION by Comm Theobald, seconded by Comm Baughan to approve Resolution 23-13 Approving Area Agency on Aging of Northwest Michigan Fiscal Year 2024 Implementation Plan.

Roll Call: Motion passed 8-0.

9. Letter of Understanding with Michigan Department of Corrections
MOTION by Comm Baughan, seconded by Comm Bush to approve the presented Letter of Understanding with the Michigan Department of Corrections and authorize the County Administrator to sign on behalf of the County.

Roll Call: Motion passed unanimously.

10. Conservation District Vehicle Purchase

MOTION by Comm Theobald, seconded by Comm Musta to approve selling the 2013 Chevy Impala to the Soil Conservation District in the amount of \$1.00.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Porterfield has been busy printing tax bills and finalizing the audit. He mentioned that the new budget calendar would be coming to Finance, and Department Heads will begin working on the new budget.

Mr. Porterfield explained that DTE recently was awarded a grant and would be running pipeline from Manton to Mesick and to Buckley. They are planning an open house at the Mesick Community Center.

Mr. Porterfield informed the Board that the Mobile Medication Assisted Treatment Unit at the District 10 Health Department was discussed with our legal counsel, and we were advised that the liability is not on the County, so the Board did not need to approve it. They will begin services on July 11th.

Correspondence-

1. Addiction Treatment Services: Mobile Medication Assisted Treatment Unit

Public Comments- *None.*

Liaison Reports-

Comm Potter attended the Clam Lake DDA. The old Pioneer Apartments will be going up for sale.

Comm Musta attended the CWTA meeting. It was Craig Hewitt's first meeting. They will be getting new busses coming soon. He also attended the Alliance on Economic Success where they met with several applicants.

Comm Townsend attended a Library Meeting in Tustin. There was a great public turnout.

Comm Adams attended a Lake Mitchell Sewer meeting. They continued to be well funded and treating successfully.

Comm Theobald sent her reports via email.

Comm Taylor attended a Council on Aging meeting. The new director is doing great. He also attended a Fair Board meeting, and they are gearing up for the fair.

Board Comments-

Comm Potter extended an apology to Comm Adams. He explained that at the previous board meeting, what he said, was not exactly what he meant. He requested that the County look at getting someone new to list the old jail.

Comm Townsend also apologized to Comm Adams.

Comm Adams thanked the other commissioners for the apologies. She apologized for getting so disturbed. She thanked Eric for his report, and she also thanked Comm Theobald for the book.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Potter, seconded by Comm Bush to adjourn at 4:21 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina M. Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: July 05, 2023
SUBJECT: Removal of D-9.1 Wrecker Policy

SUMMARY OF ITEM TO BE PRESENTED:

Pursuant to the advice of county legal counsel, Administration recommends removing policy D-9.1 Wrecker Policy from the county policy manual. Legal counsel advised a wrecker policy should be a policy of the Sheriff's Office, not a county policy.

The Sheriff's Office is currently working on creating a wrecker policy. Following is the current policy recommended for removal.

RECOMMENDATION:

The Human Resources / Public Safety Committee forwards a recommendation to the full board to approve the removal of Policy D-9.1 Wrecker Policy per the recommendation of County legal counsel.

Facilities and Equipment Management**D-9.1 Wrecker Policy**

County Board Approval: April 6, 2022

A. General

It is the purpose of this policy to establish practical operational guidelines and procedures for the implementation of towing services as needed by agencies serviced by Wexford County Central Dispatch. These guidelines include operational procedures to provide fair and efficient tow services by competent, courteous, and efficient tow service providers. This directive shall apply to all dispatch personnel, all law enforcement agencies, and all fire/ambulance service personnel serviced by Wexford County Central Dispatch, and all tow service providers authorized to provide such service in Wexford County.

B. Liability Insurance Standards

1. Any towing service seeking qualification as a service provider must obtain and produce upon application, a certificate of insurance completed by their insurance carrier naming Wexford County Central Dispatch as an additional insured. Certificates must be provided to Wexford County Central Dispatch prior to qualification.
2. Mandatory insurance coverage must include:
 - a. Worker's compensation
 - b. Employer's liability insurance
 - c. General liability (occurrence basis only) with the following inclusions:
 - i. Broad form general liability endorsement or equivalent, if not in policy form
 - ii. Independent contract
 - iii. Product completed operations
 - iv. Contractual liability
3. Vehicle liability coverage and Michigan no-fault coverage including all owned, non-owned, and hired vehicles.
4. The limits of liability for items b and c must not be less than \$1,000,000 per occurrence and/or aggregate combines single limit personal injury, bodily injury, and property damage.
5. All certificates of insurance must include 30-day advance notice of cancellation to Wexford County Central Dispatch.
6. Qualification as a tow service will be immediately suspended upon receipt of notification on non-coverage and said tow service will not be utilized until required proof of insurance is provided to Wexford County Central Dispatch.
7. Wexford County Central Dispatch must be notified when insurance certificates are renewed, and any change in insurance carrier.

C. Additional Requirements and Standards

Tow providers are required as a matter of policy by Wexford County Central Dispatch to comply with the following requirements. Failure to meet these requirements will render the provider ineligible for utilization as a tow provider. Wexford County Central Dispatch may establish additional criteria as necessity dictates.

1. Tow services must not misrepresent or conceal any material facts when seeking qualification under the provisions of this policy.
2. Prior to qualification, the tow service representative must sign and date a form indicating they have read and understand the provisions set forth by this policy. They must also provide their employees who service Wexford County with a written copy of this policy. The signed acknowledgement form will be retained at Wexford County Central Dispatch.
3. Wexford County Central Dispatch will distribute “no-preference” calls in the most equitable manner possible. There is no guarantee, specific or implied by this directive that any qualified tow service provider will receive any specific number or percentage of requests for service.
4. Emergency tow service will be utilized in a manner which most effectively and efficiently serves on-scene emergency personnel.
5. All participating tow services will comply with all applicable state laws, local ordinances, zoning requirements, and any/all other regulatory directives that apply to said tow service.
6. Qualified tow providers will:
 - a. Be available 24 hours per day, 7 days per week
 - b. Have minimum of one tow truck available
 - c. Have reasonable rate scale based on industry standards for services provided
 - d. Non-emergency providers will give requests by Wexford County Central Dispatch and its related emergency service agencies priority, and will respond promptly to requests for service. Response times must be reasonable (see below for requirements). Repeated delays may result in loss of qualifications.
7. Reasonable response time
 - a. Emergency response time, in the most expeditious manner, following all traffic laws.
 - b. Non-emergency response time: 20 minutes from time of notification, following all traffic laws.
 - c. All drivers shall respond in a safe manner and shall obey posted speed limits or reduce speed if conditions dictate.
8. Telephone Notification
 - a. Tow providers will answer the phone within 5 rings. Failure to do so will be considered non-available for service. Repeated non-availability shall be considered loss of qualification, as determined by Wexford County Central Dispatch.
 - b. Non-availability for whatever reason is considered as a service provided in rotation.
 - c. Tow services will provide and maintain only one contact number for use Wexford County Central Dispatch.
9. Unauthorized Vehicle Removal
 - a. Tow providers shall not remove any vehicle from a reportable accident scene until directed to do so by the appropriate law enforcement agency.

D. Physical Requirements

1. Tow companies must disclose physical address, not just a PO box.

2. Personal property within vehicles is not subject to lien. Only the vehicles themselves.
3. Tow companies must provide secure and safe storage facilities for any property towed.
4. A complete list of equipment and equipment capabilities shall be provided to Wexford County Central Dispatch, and it shall be the responsibility of the tow service representative to maintain the listed equipment.

E. Administrative Standards

1. It is expected that tow service providers will arrive at scenes as requested. Tow agencies will not respond to scenes unless requested to do so. Utilizing a scanner or other means to preemptively respond to a scene is prohibited, and grounds for disqualification.
2. All drivers will be sober and conduct themselves in a courteous and professional manner. Profanity or belligerence of any kind including gesturing or shouting at service recipients will not be tolerated and is grounds for disqualification.
3. Wexford County Central Dispatch expects that all drivers in the employ of approved tow agencies are properly licensed and free from any felony convictions.
4. Unethical business practices will not be tolerated and are grounds for disqualification. Discovery of same may prompt a sanction hearing before the 911 Board of Directors of Wexford County.
5. All equipment and operators must be qualified under the provisions of Motor Carrier Safety Act, 1983, P.A. 181, and Michigan Vehicle Code, 1949 P.A. 300 as amended.
6. No tow agency may represent itself as an agent of Wexford County or the City of Cadillac, nor does it act as an agent of either.
7. Tow drivers must remove all glass, debris, and potentially injurious materials from roadways pursuant to state law, MCL 324.8902, PA 451 of 1994 which outlines the following:

324.8902 Littering property or water prohibited; removal of injurious substances dropped on highways as result of accident.

Sec. 8902

1. A person shall not knowingly, without the consent of the public authority having supervision of public property or the owner of the private property, dump, deposit, place, throw, or leave, or cause or permit the dumping, depositing, placing, theowing, or leaving of, litter on public or private property or water other than property designated and set aside for such purposes.
2. A person who removes a vehicle that is wrecked or damaged in an accident on a highway, road, or street shall remove all glass and other injurious substances dropped on the highway, road, or street, as a result of the accident.
8. All qualified tow agencies will comply with the provisions regarding abandoned vehicles as stated in MCL 257.252 a-g, 257.252 I, and 257.254.
9. All qualified tow agencies will immediately contact Wexford County Central Dispatch regarding privately contracted or repossessions or impounds, such as those for non-payment or from parking lots for authorized parking only. Tow agencies will provide the make/model/color/plate or VIN of any vehicle towed, as well as the location from which it was towed.

F. Investigations.

1. Due to the sensitive nature of many criminal investigations which require maximum confidentiality, law enforcement agencies may deviate from the directive as necessary for those investigations.

G. Exceptions/ Revision Responsibility

1. Any exceptions to this policy shall be made on an individual basis as circumstances dictate.
2. Wexford County Central Dispatch is the sole agency to make or deem revisions necessary.

WEXFORD COUNTY FISCAL YEAR 2024 BUDGET CALENDAR

Finance Committee: Musta (Chair), Potter, Taylor, Theobald

<u>Date</u>	<u>Time</u>	
June 28	4:00 PM	Finance Committee reviews draft Budget Calendar.
July 05	4:00 PM	Finance Committee presents Budget Calendar for discussion and approval at regular Board of Commissioners meeting.
July 10	N/A	Administrator to open 2024 budgeting to Departments/Elected Offices.
August 04	N/A	Deadline for Departments/Elected Offices to submit completed budget requests in BS&A.
August 04 through August 18	N/A	Administrator works with Departments/Elected Offices regarding budget requests; updates Finance Committee during the process.
August 18	3:00 PM	Proposed budgets provided to Finance Committee for discussion and review at their next meeting.
August 23	4:00 PM	Finance reviews the budgets, determines which dept. heads they'd like to have present at a subsequent meeting; provides direction to the Administrator.
September 14	4:00 PM	Finance hears from selected department heads; provides instructions to the Administrator.
September 27	4:00 PM	Finance hears from selected department heads; reviews the revised budget, reaches a consensus regarding any additional revisions; recommends budget for consideration by the full Board.
October 04	4:00 PM	Administrator presents budget to Board. Budget revisions desired by the Board are communicated to the Administrator.
October 09	N/A	Public Hearing Notice in <i>Cadillac News</i> .
October 18	4:00 PM	Public Hearing, consideration of approval of the budget by BOC, and adoption of the General Appropriations Act.

Other meeting dates may be added as needed to review budget strategies

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3. Contacts

a. Financial Officer

Name Joe Porterfield
Title County Administrator
Mailing Address 437 E. Division Street
City Cadillac State MI Zip 49601
Telephone (231) 779-9453 Fax
E-mail Address jporterfield@wexfordcounty.org

b. Project Director / Primary Contact

Name Robert Champion
Title Chief Public Defender
Mailing Address 419 N. Lake Street
City Cadillac State MI Zip 49601
Telephone (231) 444-0480 Fax (231) 444-6518
E-mail Address rchampion@wexfordcounty.org

c. Authorized Official

Name Gary Taylor
Title Chair, Board of County Commissioners
Mailing Address 437 E. Division
City Cadillac State MI Zip 49601
Telephone (231) 779-9453 Fax
E-mail Address gtaylor@wexfordcounty.org

d. Project Director / Primary Contact

Name STEPHANY ANDERSON
Title Office Manager
Mailing Address 419 N. Lake St.
City Cadillac State MI Zip 49601
Telephone (231) 444-0480 Fax
E-mail Address SANDERSON@WEXFORDCOUNTY.ORG

Additional Information

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Submitter Information

Funding Unit/System Name: Wexford/Missaukee Counties

- I hereby certify that I am authorized to submit the application and the information and representations contained in the application is true and correct.

Submitted By (include name, title, email address and phone number):

Name: Robert Champion
Title: Chief Public Defender
Email Address: rchampion@wexfordcounty.org
Phone Number: (231) 444-0480
Date: 04/26/2023
Signature: Robert Champion

Delivery System Model

1. What type of indigent defense delivery system do you have currently? (indicate all that apply):
- Public Defender Office (county employees)
 - Public Defender Office (non-profit/vendor model)
 - Managed Assigned Counsel System (Name of MAC Attorney Manager and P#:) [Steve King P42147]
 - Contract Defender System
 - Regionalized system or coordination with other trial court funding units

If you are unsure about your type of indigent defense delivery system, more information can be found in MIDC's report entitled Delivery System Reform Models (2016), posted here: <https://michiganidc.gov/resources>. Questions can also be directed to your MIDC Regional Manager.

2. Are you proposing to change your type of indigent defense delivery system for next year? Please respond Yes or No. Yes No
3. If you are changing your indigent defense delivery system, what model do you plan to use next year?

Standard 1 - Training and Education

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Version # _____

APP # 220339

Standard 1 (Page 1)

Training of Attorneys

- | | | |
|----|--|----|
| 4. | Number of attorneys who accept adult criminal defense assignments as of October 1 | 13 |
| 5. | Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1 | 2 |

In EGrAMS, please include a list of names and P#s of all the attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults.

6. What is your plan for training attorneys with less than 2 years of Michigan criminal defense experience?

The additional funding request is for both roster and conflict attorney with fewer than two years of experience. They shall attend at least one multi-day trial skills course/trial college, on client centered skills training and at least one evidence skills course within the first year of employment and/or becoming a roster attorney for conflicts. Each new attorney shall be assigned as second chair with an experience attorney for at least 3 jury trials. Attorney with less than 2 years of criminal defense experience will be encouraged to have a minimum of 20 hours of CLE.

Standard 1 (Page 2)

7. Please describe your system's training plan, including how compliance will be tracked for reporting requirements:

All attorneys are provided updated information on possible training and are required to complete at least the minimum continuing education credits based on the experience level. On completion of a CLE course, the attorney must submit the required CLE form to the office manager and their CE Broker account. The status of each attorney CLE is reviewed monthly to assure compliance. Training and continuing education is reviewed on the attorney's annual performance evaluation.

Conflict attorneys are required to submit any completed trainings to the conflict manager who in turn submits a quarterly report to our office manager to ensure compliance. All attorneys will be required to have a CE Broker Account.

Will you require your attorneys to submit attendance directly through the MIDC's continuing legal education database provider, CE Broker? Yes No

If no, please describe how attendance will be tracked and reported to the MIDC:

Standard 1 (Page 3)

8. If an attorney does not complete the required training, how will the system address the noncompliance?

1. Staff Attorneys have quarterly performance and CLE reviews, failure to complete the yearly minimum CLE will result in an

employee discipline including suspension of receiving new cases until CLE are completed.

2. Conflict attorneys are reviewed on a quarterly basis to ensure compliance. If a conflict attorney has failed to complete the required CLE an attorney in noncompliance will be suspended from receiving any new cases until completion of the required minimum CLE credits.

9. Any changes in your funding needs from the prior year for Standard 1? Please respond Yes or No. Yes No

If yes, please describe in the cost analysis.

Standard 2 - Initial Interview

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Version # _____

APP # 220339

Standard 2 (Page 1)

Initial Client Interviews

10. The MIDC Standards now require the selection and assignments of attorneys to be done independently from the judiciary. How and when are defense attorneys notified of new assignments?

Cases are typically appointed on the day of arraignments, jail arraignments and screening for appointment referrals are conducted at the jail and staffed by up to two attorneys and the client navigator or investigator. Along with arraignment interview sheets, we will assist clients in completing and signing any required forms. The appointment screening documents are to be provided to our staff for processing and forwarding to the Court.

Walk-in arraignments are in person and will be staffed by up to two attorneys and a client navigator or investigator. The appointment decision can be made at the time of the interview. The appointment documents are to be placed in the court file with the rights form and a copy proved to our office support staff.

We are notified the same day by email by the court of all clients referred to our office for indigent representation, status of the bond and the next court date. Then if possible, on the same day, the case is reviewed and assigned to the appropriate staff attorney or referred immediately to the conflict manager for roster assignment. New case assignment attorney notification is by email and case alerts automatically generated by the Defender Data case management software.

Standard 2 (Page 2)

11. How are you verifying that in-custody attorney client interviews occur within three business days?

Daily Standard 2 compliance is monitored by both the Office of Public Defender and Conflict Administrator with the use of internal data management systems. At the time of the initial case review and assignment, the in-custody client's case file is flagged internally within the data management software Defender Data, a standard 2 compliance task is automatically produced and forwarded by email to the newly assigned attorney. The compliance task must be completed, noted, and verified in the offices case management program Defender Data. All flagged in-custody cases allow for timely review and reporting of standard 2 compliance. Our office receives a weekly speedy trial report that lists the days of incarceration for each in custody client awaiting adjudication and a daily in-custody report of all clients from both counties corrections departments.

The conflict manager then sends a quarterly report to our office manager who compares the date of assignment to the date of the interview for in custody clients to ensure that the conflict attorney is in compliance with the three days in custody interview. Billing statements from the assigned attorneys are reviewed monthly by the MAC and defender's office manager to ensure compliance.

Standard 2 (Page 3)

12. How are you verifying attorneys' introductory communications with out-of-custody clients?

All client communications and contacts are noted and tracked by the Chief Public Defender and Conflict Administrator with internal systems. Public Defenders office utilizes the case management software Defender Data. The procedures for out of custody clients require all clients are called and

a letter of introduction is sent to the client on the day of the case assignment. In addition, at the time of arraignment or by mail, clients are given an information sheet from public defender's office which outlines contact information, court timelines and court procedures. The assigned attorneys are required to follow up to assure an in-person conference is scheduled and occurs prior to all scheduled court appearances. All communications, conferences are noted and tracked in the Defender Data programs.

The conflict manager produces a quarterly report which tracks the client's name, date of assignment (which is the date the introductory communication is sent), date of initial interview, and the attorney that has been appointed. This quarterly report and billing invoices are submitted to our office to track compliance of standards. The conflict manager submits their billing invoices to the county administrator for payment.

Standard 2 (Page 4)

13. How are you compensating attorneys for conducting initial interviews? Please include whether you intend to compensate attorneys differently for in-custody and out-of-custody interviews.

Interview compensation is the same for in-custody and out of custody clients. Staff attorneys are paid per their salary.

Conflict attorneys are paid at the Standard 8 per hourly scale based on the case. If the assigned Conflict Attorney's office is not located in Wexford and Missaukee Counties, the assigned attorney is compensated for actual travel time at 80 dollars per hour and travel expenses of \$0.44 per mile. The standard rates are \$118.22 hour for misdemeanors, \$130.03 per hour for low severity felonies, \$141.82 per hour for high severity felonies.

14. Any changes in your funding needs from the prior year for Initial Interviews? Please Yes No
respond Yes or No.

If yes, please describe in the cost analysis.

Standard 2 (Page 5)

Confidential Meeting Spaces

- | | | |
|-----|--|---|
| 15. | How many confidential meeting spaces are in the jail? | 4 |
| 16. | What is the TOTAL amount of confidential meeting spaces in the courthouse? | 6 |
| 17. | How many confidential meeting spaces in the courthouse are for in-custody clients? | 5 |

Please describe these spaces.

For jail visits, Wexford and Missaukee counties provide a seat for the client and counsel. Wexford County jail currently has three confidential rooms available and Missaukee County has one. They are separated by a plexi-glass divider. Documents can be exchanged via jail staff when needed. Both jails also have ZOOM capabilities for video conferences with attorneys in a private, confidential setting. Also, our office has recently implemented a toll free line through Securus, allowing for clients to have full access to our office staff and attorneys. Even if a client is being housed in

another county jail, this service is provided to them as well. These phone lines are private, secure and not recorded.

For clients who are incarcerated and are appearing in person for their hearing, the Wexford County District Court has 2 meeting rooms that are separated by glass. The attorney simply knocks on the jail holding cell door and the corrections officer will bring down the client that the attorney is requesting to meet with. The Wexford Circuit Court has 2 rooms available for those who are in custody. Again, Missaukee County only has one meeting room for clients who are incarcerated. planning to attend hearings in person at the courthouse. Missaukee meeting space allows for attorney/client review of recorded discovery material with the addition of a large screen monitor.

Standard 2 (Page 6)

18. How many confidential meeting spaces in the courthouse are for out-of-custody clients? 6

Please describe these spaces.

Wexford County District Court has 3 private, secluded meeting rooms for attorneys to meet with clients. Their Circuit Court has two private attorney room. The rooms consist of a table and chairs.

Missaukee County is a much smaller courthouse and they only currently have two attorney/client meeting rooms for both District and Circuit Court. Due to the lack of courtrooms in this county, District and Circuit Court proceedings are conducted in the same courtroom.

The Judges will allow the attorneys to enter into a "break out" room while in a ZOOM meeting in order for the attorney to consult with their client in a private, confidential setting.

Standard 2 (Page 7)

19. Any changes from the prior year's compliance plan for your confidential meeting spaces? Please respond Yes or No. Yes No

If Yes, please describe the proposed changes.

In Missaukee County, the in custody confidential meeting space is to be modify with the addition of a large screen monitor so the attorney and client can review recorded videos and other evidence. The plexiglass divider and phone will be removed and be replaced with a screen divider, allowing direct communication and review of discovery material with the client.

20. Any changes from the prior year's funding needs for confidential meeting spaces? Please respond Yes or No. Yes No

If yes, please describe in the cost analysis.

Standard 3 - Investigation and Experts

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APP # 220339

Standard 3 (Page 1)

Experts and Investigators

21. The MIDC Standards now require approval of expert and investigative assistance to be independent from the judiciary. Describe the process of how attorneys request expert witness assistance for their indigent clients:

Requests for an expert or investigator, The individual assigned attorney shall make a written request to the Chief Public Defender or Conflict Administrator. The request is reviewed internally for approval.

Defendants who have retained counsel, or who are representing themselves can request to be screened for indigency in order to qualify for expert and investigator funding. These requests shall be in writing to the Chief Public Defender by submitting a written request and or necessary financial documentation.

Appeals

The appeal process is first to MAC administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

If it believed that the denial for an expert or investigator involves a Constitutional issue, the denial may be appealed directly to the judiciary by making an oral or written motion to be considered by the judge assigned to the case in question.

Standard 3 (Page 2)

22. Any change from the prior year's process to request expert witness assistance? Yes No
Please respond Yes or No.

If yes, please explain the change:

Standard 3 (Page 3)

23. Describe the process of how attorneys request investigative assistance:

Each attorney will make written request for an investigator to the Chief Public Defender or Conflict Administrator. All requests are noted and tracked in the Defender Data case management program. The request is reviewed internally for approval. Staff Attorneys of office of public Defender shall use the staff investigator, conflict attorneys shall use independent contracted investigators. The staff investigator also reviews new case police reports for possible errors and omissions and then notifies the assigned attorney.

Appeals

The appeal process is first to MAC administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

If it is believed that the denial for an investigator involves a Constitutional issue, the

denial may be appealed directly to the judiciary by making an oral or written motion to be considered by the judge assigned to the case in question.

Standard 3 (Page 4)

24. Any change from the prior year's process to request investigative assistance? Yes No
Please respond Yes or No.

If yes, please explain the change:

Standard 3 (Page 5)

25. How are attorney requests (whether approved or denied) for experts and investigators tracked by the system?
Please include approved and denied requests.

All requests for experts and investigators and the request results are tracked within the internal case management system of Defender Date each request record includes file notations, an individual request form and, when applicable, any billing/payment records.

26. Any change from the prior year's funding needs for Standard 3? Please respond Yes No
Yes or No.

If yes, please describe in the cost analysis.

Standard 4 - Counsel at First Appearance

FOR OFFICE USE ONLY:

Version # _____

APP # 220339

Standard 4 (Page 1)

Counsel at First Appearance and Other Critical Stages

27. The MIDC Standards now require the selection and assignments of attorneys to be done independently from the judiciary. How are you providing counsel at first appearance and all arraignments? Please provide detail for circuit and district court coverage.

Each morning, the Circuit and District Courts, along with the Sheriff department notifies our office of all in-custody individuals awaiting arraignment on recent charges, bench warrants, bond, and probation violations. A member of our office team then meets with the incarcerated person prior to their arraignment. The attorney explains the charges and potential punishment. Also, the attorney or a member of our office will gather background information, financial information including employment history, community connections, prior criminal history, any other current charges, if they are probation/parole anywhere, this information is used to meet the client's individual crisis needs, and to address bond. The attorney will then appear at the hearing unless private counsel represents them and is available. We will have notified the court if the person qualifies and is requesting a referral to the public defenders' office for representation.

If the client is not in-custody, a member of our office will meet with the individual prior to the arraignment at the courthouse, determination eligibility for indigency for gathering the above stated background information to present to the Judge for bond purposes and referral to our office for appointment. The attorney appears on the behalf of the client if a private attorney does not represent them.

Standard 4 (Page 2)

28. How are you providing counsel at all other critical stages? Please provide details:

Once a client is referred for appointment to a case, the newly assigned attorney will appear at all future court appearances. All future court dates are verified weekly and all court dates are tracked in the case management software Defender Data with automated text alerts.

On felony Probation Violation arraignment, which at times are immediate and unscheduled, if our office has not been notified and an attorney has not met with the individual, the court will adjourn the arraignment, notify our office, we then have an attorney appear for a re-arraignment to assure counsel is present for all critical stages.

In addition, our office receives a daily jail roster and daily court schedule. The daily schedule is verified by office staff to assure our office has received proper notice and that assigned staff attorneys appear for all court proceedings.

Standard 4 (Page 3)

29. How are you compensating attorneys for Standard 4? Please provide detail for compensating counsel at first appearance and compensating counsel at all other critical stages.

All attorney's are paid per the rates recommended in Standard 8. Staff attorneys are paid at a salary scale and conflict attorneys are paid hourly. The hourly rates are \$118.22 hour for misdemeanors, \$130.03 per hour for low severity felonies, \$148.82 per hour for high severity felonies.

Standard 4 (Page 4)

30. Do you have a prison in your County? Yes No

If Yes, how is counsel provided to people charged with crimes while incarcerated in the prison?

Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections? Yes No

Standard 4 (Page 5)

31. Are there or will there be any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, pleas online, etc. Please answer Yes or No. Yes No

32. Describe how counsel is offered to a defendant making a plea who does not appear before a magistrate or judge:

The court will only accept a plea by mail or at the district court counter when there is not the possibility of jail or probation. The court has an information sheet from our office available to all individuals. The sheet has both instructions for the person on how to contact our office to speak with an attorney and advising the person of their right to representation.

Standard 4 (Page 6)

33. Any change from the prior year's attorney compensation for Standard 4? Please respond Yes or No. Yes No

If yes, please describe in the cost analysis.

34. Any change from the prior year's funding needs for Standard 4? Please respond Yes or No. Yes No

If yes, please describe in the cost analysis.

Standard 5 - Attorney Assignment

FOR OFFICE USE ONLY:

Version # _____

APP # 220339

Standard 5 (Page 1)

The MIDC Standards now require independence from the court including the selection and assignment of attorneys, attorney compensation and approval of requests for expert and investigative assistance.

35. How will attorneys be selected to provide adult indigent criminal defense services in your indigent defense system? Please describe any eligibility requirements needed by the attorneys as well as the selection process:

Our selection process is guided by what is outlined in proposed Standard 7.

Case assignment involves reviewing the case location or county (Missaukee or Wexford), type of case, the attorney's current case load and then determined by the eligibility of the attorney's ability, training, and experience. To be assigned the attorney but meet the following case-type qualifications:

Misdemeanor Cases, satisfaction of all Basic Requirements; *and* serve as co-counsel or second chair in a prior trial (misdemeanor, felony, bench, or jury) *or* equivalent experience and ability to demonstrate similar skills.

Low-severity Felony Cases, satisfaction of all Basic Requirements; *and* Has practiced criminal law for one full year (either as a prosecutor, public defender, or in private criminal defense practice) *and* has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have reached a verdict, one of which having been submitted to a jury; *or* has equivalent experience and ability to demonstrate similar skills.

High-severity Felony Cases, satisfaction of all Basic Requirements; *and* has practiced criminal law for two full years (either as a prosecutor, public defender, or in private criminal defense practice); *and* has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in four criminal cases that have been submitted to a jury; *or* has a significant record of consistently high quality criminal trial court representation and the ability to handle a high-severity felony case.

Life Offense Cases satisfaction of all Basic Requirements; *and* has practiced criminal law for five full years (either as a prosecutor, public defender, or in private criminal defense practice); *and* has prior experience as lead counsel in no fewer than seven felony jury trials that have been submitted to a jury; *or* has a significant record of consistently high quality criminal trial court representation and the ability to handle a life offense case.

Review, newly hired attorneys' evaluations are conducted at 3-, 6- and 12-months intervals with input from by peers in the criminal defense community including judges, prosecutors, and clients. After one-year, formal evaluations are conducted annually and informal evaluation occurring throughout the year.

To advance experience and mentoring, staff attorneys are assigned as teams to cases, with a less experienced attorney being paired with a seasoned attorney.

Standard 5 (Page 2)

36. Will the selection process be facilitated by a committee of stakeholders? Yes No

If so, please list the titles of participating officials, agencies, or departments as appropriate.

Standard 5 - Attorney Assignment for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

Standard 5 (Page 3)

37. Who will approve an attorney's eligibility to receive assigned cases? Chief Public Defender and the Conflict Administrator
38. Who will assign work to the attorneys in the indigent defense system? Please include the person's name, title, employer and/or supervisor.

Person's Name: Robert Champion / Steve King

Title: Chief Public Defender / Conflict Administrator

Employer and/or Supervisor: Wexford County

39. Who will review and approve attorney billing? Conflict Administrator
40. Who will approve requests for expert and investigative assistance? Chief Public Defender/Conflict Administrator
41. Who will review and approve expert and investigative billing? Chief Public Defender/Conflict Administrator

Standard 5 (Page 4)

42. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) assigning casework?

The appeal process is first to MAC administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

Standard 5 (Page 5)

43. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) or reviewing/approving billing?

The appeal process is first to MAC administrator, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

Standard 5 (Page 6)

44. What is your appeal process to resolve denied or partially denied requests for expert or investigative assistance?

The appeal process is first to MAC administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

Determining Indigency, Contribution, Reimbursement

FOR OFFICE USE ONLY:

Version # _____

APP # 220339

Indigency (Page 1)

45. Will judges and/or court staff conduct all indigency screening in every proceeding? Yes No
 Please answer Yes or No

If no, who will screen for indigency? a member of Public Defender's Office

Is this screener the Appointing Authority? Yes No

If the screener is not the Appointing Authority, does the Appointing Authority oversee the screening process? Yes No

Briefly describe your process for screening for indigency.

Jail and walk-in arraignments will be staffed by up to two attorneys with the assistance of the client navigator or investigator, This team from the Defender's office will conduct an arraignment interview and indigency screening. The appointment and screening documents are processed and provided to the Court. The appointment documents are to be placed in the court file with the rights form.

If the walk-ins are remote, the attorney(s) assigned to this duty will make the appointment decision during preparation for the hearing, and ensure the documents are provided to the Court.

Each of our staff attorneys, and our Office Administrator (Stephany) are authorized pursuant to this policy to review the Requests and appoint/deny counsel. As a general rule, is to err on the side of liberally granting counsel.

If a unrepresented client decides on the day of court that they wish to request counsel, they are to complete the necessary form and the court hearing will be adjourned. If available, a staff attorney may review and process the appointment. If not, the request is forwarded to the office staff to review and appoint counsel. The Public Defender will assign the case in the normal course of business.

The Indigency Standard is to be "liberally construed to favor the appointment of counsel." An individual is "indigent" if they have an inability to obtain competent representation on their own without "substantial financial hardship" for themselves or their dependents. An individual is "partially indigent" if they have an "inability to afford the complete cost of legal representation but an ability to contribute a *monetary amount* toward" their representation.

Indigency (Page 2)

What is the process for appealing a determination that a person does not qualify for appointed counsel?

An initial decision denying a request for counsel may be appealed in writing to the supervisory team of the Public Defender office and should include any additional supplementary financial information that the individual wishes to be considered. If no

resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

Indigency (Page 3)

46. Are you designating an Appointing Authority to conduct indigency screening for purposes of MCR 6.005(B)? Yes No
- Will you seek contribution from partially indigent defendants? Yes No
47. In cases where contribution is appropriate, who is going to make request with the court for contribution?
48. In cases where contribution is appropriate, what is your process for determining the amount that a person should contribute during the pendency of the case to their defense?

Indigency (Page 4)

49. What is your process for obtaining contribution?

Indigency (Page 5)

50. What is the process for challenging a request for contribution?
51. Do your courts/judges order reimbursement for attorney fees at the conclusion of a case? Yes No

Attorney Compensation

FOR OFFICE USE ONLY:

Version # _____

APP # 220339

Attorney Compensation (Page 1)

52. The MIDC Standards set minimum hourly rates for roster attorneys accepting assignments in adult criminal cases. Are ALL roster attorneys (not full time employees of a public defender office) paid on an hourly basis? Yes No

If yes [hourly rates are paid], is there any cap or maximum on the hours that can be billed? Yes No

If yes, please explain.

Attorney Compensation (Page 2)

If no [hourly rates are not paid], please describe how attorneys are compensated (flat rate contract, event based, shift coverage, etc). **Please address the following:**

Are attorneys compensated based on caseloads and does the compensation account for increases or decreases in caseload size?

What other factors were considered in arriving at the payment?

Are attorneys able to seek extraordinary compensation?

How do attorneys seek reimbursement for case-related expenses?

How will your system demonstrate that the compensation is equivalent to the MIDC minimum hourly rates? (type of invoicing, etc).

Attorney Compensation (Page 3)

53. All roster attorneys should be provided regular, periodic payments.

How often are attorney invoices processed and paid? Monthly

In lengthy cases, is periodic billing and payment during the course of representation allowed? Yes No

Miscellaneous

FOR OFFICE USE ONLY:

Version # _____

APP # 220339

Personnel

In the cost analysis, please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

Ancillary Staff

54. In limited circumstances, the MIDC can fund some other system staffing needs if required to implement one of the MIDC standards. These requests are evaluated each year.

55. Do you have any ancillary staff? Please answer Yes or No. Yes No

If yes, what standard(s) or reporting needs do they meet? We employee a correction officer to comply with Standard 2 and Standard 4, They verify all new arrest, daily court transportation roster, verify speedy trial clients, notify attorney of weekend in-custody client issues, assist with client assess for office social worker, escorting in-custody clients to and from appointments, and assures access to clients.

If yes, how are you tracking time for ancillary staff? Timesheets, jail visit and transportation logs and billings records.

56. For existing ancillary staff, are there any personnel positions/hours eliminated, reduced or increased from the prior year? Please answer Yes or No. Yes No

If yes, please explain in the cost analysis.

57. Are any additional ancillary staff positions or hours requested from the prior year? Please answer Yes or No. Yes No

If yes, please explain in the cost analysis.

Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY24, if seeking reimbursement under this provision.

Are you requesting reimbursement of planning costs? Yes No

If yes, do you have receipts showing that non-funding unit employees have been paid? Yes No

What is the amount you are seeking in reimbursement?

Costs Associated with Data Collection

The MIDC shall fund reasonable costs associated with data required to be collected under the MIDC Act that is over and above the local unit of government's data costs for other purposes pursuant to MCL 780.993 (10).

Are you requesting funding for costs associated with data collection? Yes No

If yes, please describe (cost for case management system, hiring personnel, etc.)

Defender Data

What is the amount you are seeking for this funding? \$ 3,000.00

Reminders

- You must also complete a cost analysis.
- In order to complete your application, you must update or confirm the list of the attorneys providing services with P numbers.
- If applicable, you must submit documentation supporting your request under MCL 780.993(2) for reimbursement for the cost of compliance planning.

List of the attorneys providing services

Attorneys Accepting Assignments

Name of Attorney	Bar Number	Title	Type of Office	Years Practicing Criminal Defense in Michigan
Anderson, Abbey	78229		Public Defender	9.0
Barnett, William	39633		Private Attorneys	37.0
Burdette, William	49174		Private Attorneys	30.0
Carrier, Erin	71628		Private Attorneys	15.0
Champion, Robert	52726	Chief Public Defender	Public Defender	28.0
Cherry, Patrick	80130		Private Attorneys	8.0
Daniel, Troy	54719		Private Attorneys	27.0
Hackett, Robert	49968		Private Attorneys	31.0
Haertel, Robert	79611	Staff Attorney	Public Defender	8.0
Harrison, Geoffrey	48903	Chief Assistant Attorney	Public Defender	30.0
Klaus, Nicholas	81076		Private Attorneys	7.0
Koshiba, Kaitlin	85977		Private Attorneys	1.0
Ruffolo, Stephanie	86090	Staff Attorney	Public Defender	1.0

Cost Analysis

Instructions for Completion of the Fiscal Year 2024 Cost Analysis

Please complete all sections of the spreadsheet and narrative relevant to your request for grant funds. The cost analysis request is for the total adult criminal indigent defense system cost funded by the state grant, local share, and other funding sources. As noted in the narrative for each budget category, please highlight or make note of a new or changed budget request. Justification of expenses should include a clear statement as to how the position, contract, or item is a direct expense of the local indigent defense system. The request must include calculations for rates, hours and pricing of requested items. Please refer to the MIDC's GRANT MANUAL for guidance as to allowable costs. Click on 'Show Documents' to view the Grant Manual.

Does or will your system use a vendor/nonprofit model public defender office to provide indigent defense services? Yes No

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

FOR OFFICE USE ONLY:	Version # _____	APP # 220339
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	Line Item	Qty	Rate	Units	UOM	Total	State Grant
DIRECT EXPENSES							
Program Expenses							
1	Personnel						
	Chief Public Defender Notes : Pay scale is equivalent to Michigan Attorney General Attorney Administrator with level 18. The Chief Public Defender is responsible for, counseling and discipline for the office. The position ensures that Wexford and Missaukee Counties meets all constitutional and legislative requirements as they pertain to the representation of indigent adult offenders and provides a high level of indigent defense services. Directs, develops and implements policies and procedures for the Public Defender Office. Ensures that the Public Defender Office conforms to the Michigan Rules of Professional Conduct. Directs and performs the department's administrative functions. Prepares the department's; implements the financial regulatory requirements of the Michigan Indigent Defense Commission (MIDC).	1.0000	57.320	1950.000	HRS	111,774.00	111,774.00
	Senior Public Defender Notes : State Grade Level 15C Chief Assistant Public Defender to assume some responsibility when Public Defender is not available. Handles	1.0000	42.510	1950.000	HRS	82,894.50	82,894.50

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	all level of criminal cases. The Chief Assistant PD must meet the satisfaction of all Basic Requirements for an Assistant Public Defender; and has practiced criminal law for five full years (either as a prosecutor, public defender, or in private criminal defense practice); and has prior experience as lead counsel in no fewer than seven felony jury trials that have been submitted to a jury; or has a significant record of consistently high quality criminal trial court representation and the ability to handle a life offense case.						
	Asst. Public Defender Notes : State Grade Level 15B This is aa Assistant Public defender II, this position handles all levels of criminal cases. This Attorney meets the satisfaction of all Basic Requirements of an Assistant Public Defender and has practiced criminal law for two full years (either as a prosecutor, public defender, or in private criminal defense practice); and has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in four criminal cases that have been submitted to a jury; or has a significant record of consistently high quality criminal trial court representation and the ability to handle a high-severity felony case.	1.0000	37.880	1950.000	HRS	73,866.00	73,866.00
	Asst. Public Defender Notes : State Grade Level 15A-New Attorney Core Responsibilities a full caseload with supervision from	1.0000	32.240	1950.000	HRS	62,868.00	62,868.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	the Chief Public Defender. Takes cases at the misdemeanor level based on experience level. Reviews charging instruments, police reports, and other discoveries provided by the Prosecution. Promptly meets with clients and learns the client's goals for the representation and any special needs of the client. Determines further investigation to undertake, including the identification, consultation and applicable experts as approved. Determines what legal issues need development, researches those issues, and presents them in the appropriate forum. Negotiates with the Prosecution and promptly advises the client of the status of those negotiations. Litigates any necessary and appropriate legal issues, including bringing cases to trial. Conducts any post-trial litigation such as sentencing and post-trial motion(Excluding appeals). Maintains accurate, complete, and legible case files.						
	Office Manager Notes : Office Manager- manages support staff and general office functions and procedures, obtains office supply orders, maintains attorney and court scheduling, billing review, handles all financial records and quarterly reporting, manages non-attorney functions, and serves as a liaison between agencies and other essential departments. Engages in community groups to stay informed of current programs and resources available to clients and staff members.	1.0000	31.510	1950.000	HRS	61,444.50	61,444.50
	Investigator	1.0000	32.230	1950.000	HRS	62,848.50	62,848.50

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	<p>Notes : • Investigates financial eligibility of applicants for Public Defender assistance</p> <ul style="list-style-type: none"> • Locates and interviews witnesses. • Assembles physical and documentary evidence. • Inspects the scene of the alleged crime in order to locate, identify, assemble, preserve, evaluate, and record evidence. • Interviews clients who represented by the Office of the Public Defender for detailed information relative to requested investigation. • Acts as liaison with and secures cooperation of Federal, State, and local agencies and other sources of corroborative evidence and testimony. • Subpoenas witnesses and physical evidence. • Develops sources of information. • Assists the Public Defender's office in the preparation of cases for defense. • Appears in court to testify as witness 						
	<p>Social Worker</p> <p>Notes : The social worker assesses client needs and connects them to the proper agencies, conducts Sentencing Mitigation Reports and helps clients prepare a Sentencing statement if they choose to do so, assists with arraignments by obtaining client info for indigency, and directs clients needing to obtain substance use assessments to the</p>	1.0000	26.320	1950.000	HRS	51,324.00	51,324.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	appropriate agencies and follows up to assure receipt of report prior to Sentencing. The social worker helps to facilitate inpatient treatment and prepares motions for release to such programs. Completes special projects and other duties as assigned by the Chief Public Defender. Participates in, administers, or supervise integrated service clinics held in community forums.						
	Admin Assistant Notes : The Admin Assistant handles all incoming discovery for proper processing and filing, provides client's the necessary documents for review, and assists with preparation and filing of motions upon attorney request. Answering phones calls, opening case files, reviewing court schedules and client notification and appointment reminders.	1.0000	22.170	1950.000	HRS	43,231.50	43,231.50
	Clerk Notes : The Clerk serves as the front desk receptionist, new file setup, data entry and client appointment scheduling and contact. Picking up, delivering and sorting mail to court,	1.0000	19.610	1950.000	HRS	38,239.50	38,239.50
	Corrections Staff Notes : Correction Officer in Wexford County Jail who assists with arraignments, escorting in-custody clients to and from appointments and court proceedings. The CO assists with compliance of Standard 2 and 4. This position is 40 hours per week. Assuring attorneys have 24-hour access to client's that are in custody. The increase in wages for the corrections officer was	1.0000	29.380	2080.000	HRS	61,110.40	61,110.40

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
because the necessity of a wage increase to attract candidates for the corrections/law enforcement officer positions. The Sheriff's Office is having the same issues we are at recruiting new employees. The WCSD had to reduced staff positions and increased compensation because of the number of vacancy's for both corrections and road patrol. Which did help in recruitment.						
Asst. Public Defender Notes : State Grade Level 15A-2 YR Assistant Public Defender I that has obtain with satisfaction of all basic requirements of an assistant public defender I; and Has practiced criminal law for two full year (either as a prosecutor, public defender, or in private criminal defense practice) and has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have reached a verdict, one of which having been submitted to a jury; or has equivalent experience and ability to demonstrate similar skills. Has the ability to handle low-severity felony cases.	1.0000	34.080	1950.000	FS	66,456.00	66,456.00
Total for Personnel					716,056.90	716,056.90
2 Fringe Benefits						
Employer FICA Attachment : FICA_2_B-14.1 Fringe Benefits - Gene.PDF	0.0000	7.650	716056.900		54,778.35	54,778.35
Retirement Attachment : RET_3_B-14.4 Retirement Plan.pdf	0.0000	9.600	716056.900		68,741.46	68,741.46

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Health Insurance Attachment : HINS_4_B-14.3 Health Insurance.pdf	0.0000	39.000	716056.900		279,262.19	279,262.19
Workmens Compensation Attachment : WC_5_B-14.10 Workers Compensation.pdf	0.0000	0.599	716056.900		4,289.18	4,289.18
Life Insurance Attachment : LI_6_B-14.5 Life Insurance.pdf	0.0000	0.082	716056.900		587.17	587.17
Short Term / Long Term Disability	0.0000	1.252	716056.900		8,965.03	8,965.03
Longevity-paid per county policy Notes : per county policy for FT employees hired prior to 2013-applies to ONE employee in our department Attachment : ZZZ_8_B-14.02 Longevity.pdf	0.0000	0.085	716056.900		608.65	608.65
Cell phone stipend Notes : Notes : Cell Phone Stipend-Due to our office covering two counties, it requires the attorneys, social worker, and full-time investigator to work remotely at times such as when representing and meeting with clients in Missaukee Counties. Wexford County and our office policy is that the employees working remotely remain accessible at any time during the work week. Additionally, the Wexford Board of Commission determined that our office requires cellular phones and per county policy if a cell phone is not provided "the employer shall provide a monthly stipend of \$35.00 per month to the employee." The employee is required to always carry the cell phone while on duty and the employee shall maintain a cell phone service plan and phone capable of such services as is deemed operationally required. Those employees that require a cell phone is the 5 attorneys, a social worker and full-time investigator. The budgeted about for 7 employees is \$2,940. Attachment : ZZZ_9_D-10.0 Cellular Telephone Usag.PDF	0.0000	0.411	716056.900		2,942.99	2,942.99
Total for Fringe Benefits					420,175.02	420,175.02
Total Program Expenses					1,136,231.92	1,136,231.92
Contractual						

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
1 Contracts for Attorneys						
Managed Assigned Counsel Administration Notes : Managed assign counselor salary based on spending 8 hours per week on conflict case management.	1.0000	119.000	420.000	HRS	49,980.00	49,980.00
Conflict Case Defense Notes : conflict attorney rate for Misdemeanors projected to be appx 50 cases at 8 hours per case. The time per case is based on compliance with Standard 2, local court practice and travel time.	1.0000	119.000	400.000	HRS	47,600.00	47,600.00
Conflict Case Defense Notes : Conflict Attorney rate for low level felonies projected to be appx 50 cases at 20 hours per case. The time per case is based on compliance with Standard 2, local court practice and travel time.	1.0000	131.000	1000.000	HRS	131,000.00	131,000.00
Conflict Case Defense Notes : Conflict Attorney rate for high level felonies projected to be appx 24 cases at 25 hours per case. The time per case is based on compliance with Standard 2, local court practice and travel time	1.0000	142.000	600.000	HRS	85,200.00	85,200.00
Total for Contracts for Attorneys					313,780.00	313,780.00
2 Contracts for Experts and Investigators						
Experts Notes : Expert witness allocation for Staff Attorneys per MIDC rates-	1.0000	1.000	35000.000	FS	35,000.00	35,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	<ul style="list-style-type: none"> • High School or Equivalent \$30/hr • Associate's Degree \$50/hr • Bachelor's Degree \$70/hr • Master's Degree \$85/hr • Crime Scene and Related Experts \$100/hr • CPA/Financial Expert \$100/hr • Pharmacy/PharmD \$125/hr • Information Technology Experts \$150/hr • Ph.D./Licensed Doctor \$200/hr • Medical Doctor \$250/hr • MD with Specialty (e.g., Psychiatrist, Pathologist) \$300/hr <p>An increase in funding here is due to the increase of CSC, serious domestic violence, internet and drug cases which issues require we utilized several specific experts. Due to our location being in Northern Michigan, these experts are not typically local and need to travel at least a couple hours or more.</p>						
	<p>Experts</p> <p>Notes : Expert allocation for MAC conflict attorneys</p> <ul style="list-style-type: none"> • High School or Equivalent \$30/hr • Associate's Degree \$50/hr • Bachelor's Degree \$70/hr • Master's Degree \$85/hr • Crime Scene and Related Experts \$100/hr 	1.0000	1.000	10000.000	FS	10,000.00	10,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
<ul style="list-style-type: none"> • CPA/Financial Expert \$100/hr • Pharmacy/PharmD \$125/hr • Information Technology Experts \$150/hr • Ph.D./Licensed Doctor \$200/hr • Medical Doctor \$250/hr • MD with Specialty (e.g., Psychiatrist, Pathologist) \$300/hr 						
Investigators Notes : Investigator allocation for MAC conflict attorneys per MIDC rates not to exceed \$100/hour	1.0000	65.000	60.000	HRS	3,900.00	3,900.00
Total for Contracts for Experts and Investigators					48,900.00	48,900.00
3 Contracts for Construction						
4 Contracts Other						
Lease Notes : Per our Office space Building Lease dated April 1, 2021 -Lessee shall pay Lessor a base annual rent amount of \$25,200.00 (Base Annual Rent), to be paid in monthly installments of \$2,100.00. This Base Annual Rent shall be increased annually on the first day of April by the amount of CPI, at which time the monthly payments shall increase accordingly. As of April 1, 2023 our rent is \$2391.90 per month and will increase again April 1, 2024. Please see attached lease for our building. Attachment : LEA_1_RENT INCREASE NOTICE April 202.PDF	1.0000	2500.000	12.000	MTH	30,000.00	30,000.00
Defender Data Notes : Defender Data is our case file management system.	1.0000	250.000	12.000	MTH	3,000.00	3,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
It is \$25/month per user. \$25 x 10 employees = \$250 each month						
Westlaw Notes : Our current contract with Westlaw is \$852.61 per month.	1.0000	852.610	12.000	MTH	10,231.32	10,231.32
Lease Notes : Monthly lease payment for copier/fax/printer for entire office staff use. We have a monthly lease with US BANK on a Ricoh machine.	1.0000	177.810	12.000	MTH	2,133.72	2,133.72
Interns Notes : One summer Intern for approximately 16 weeks at a rate of \$15/hour. We always hope to attract students to Northern Michigan with the hopes that they will want to return after graduation. Due to the lack of college options up here, this is always a challenge.	1.0000	15.000	640.000	HRS	9,600.00	9,600.00
Intern Stipend Notes : Stipend of up to \$15,000.00 to cover housing and living expenses. This is necessary in order to remove the barrier for affordable, temporary housing in our area.	1.0000	15000.000	1.000	VAR	15,000.00	15,000.00
Total for Contracts Other					69,965.04	69,965.04
Total Contractual					432,645.04	432,645.04
Other Expenses						
1	Equipment					
2	Training/Travel					

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Bar Membership-Staff Attorneys SBM yearly fee	1.0000	415.000	5.000	MIDC	2,075.00	2,075.00
SADO Membership	1.0000	75.000	5.000	MIDC	375.00	375.00
NAPD Membership	1.0000	40.000	5.000	MIDC	200.00	200.00
Training-CDAM training for staff attorneys	1.0000	600.000	5.000	FTE	3,000.00	3,000.00
Training-Skills Training for staff attorneys	1.0000	1000.000	2.000	FTE	2,000.00	2,000.00
Lodging-Staff attorneys per county policy	10.0000	140.000	1.000	FTE	1,400.00	1,400.00
Mileage-Staff attorneys for conferences Attachment : MIL_7_5 - C-4.0 Office Travel and Bu.PDF	1.0000	0.655	1526.720	FTE	1,000.00	1,000.00
Mileage-Staff attorneys travel to Missaukee Notes : Staff attorneys and support staff travel to Missaukee courts and jail. Round trip is 28-30 miles depending on the route taken.	1.0000	0.655	10816.000	MIL	7,084.48	7,084.48
Lodging-SOM rates for conflict attys Notes : per SOM rates for conflict attorneys	1.0000	98.000	12.000	NGT	1,176.00	1,176.00
Mileage-SOM rates for conflict attorneys to conf Notes : per SOM rates for conflict attorneys	1.0000	0.440	591.300	MIL	260.17	260.17
Registration Fees-CDAM training for conflict attys Notes : \$50 per CLE hour \$50 x 12= \$600 per attorney 9 conflict attorneys x \$600 = \$5400	1.0000	600.000	9.000	FS	5,400.00	5,400.00
Registration Fees-Skills training for 1 conflict atty Notes : Kaitlin Koshiba is a private attorney that currently accepts conflict files. She is very new and to help her gain	1.0000	1000.000	1.000	FS	1,000.00	1,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
knowledge, we will have her attend Skills Training along with other CLE trainings.						
Total for Training/Travel					24,970.65	24,970.65
3 Supplies/Services						
Office Supplies Notes : this entails all office supplies, paper products, and cleaning supplies used in the building. We also purchases flash drives for video from Missaukee Prosecutor. We supply all CD, DVD and flash drives to Wexford Prosecutor for video needed for cases. Projected cost is based on historical data and projected case load of 1250 cases.	1.0000	8000.000	0.000	VAR	8,000.00	8,000.00
Zoom Notes : Used of zoom meeting with MDOC, and out of county lodged clients.	1.0000	700.000	0.000	FS	700.00	700.00
Transcripts Notes : cost of manly preliminary exam transcripts based on historical data and projected new case assignments.	1.0000	3000.000	0.000	VAR	3,000.00	3,000.00
Postage for client mailings Notes : Cost of mailing contact letters and information to clients	1.0000	4000.000	0.000	VAR	4,000.00	4,000.00
Spectrum Business Internet Fax Notes : this includes internet and fax service	12.0000	140.000	0.000	MTH	1,680.00	1,680.00
Nextiva phones	12.0000	300.000	0.000	MTH	3,600.00	3,600.00
Ms Green Recycle/Shred Service Notes : we have a monthly recycle pick up and a quarterly	1.0000	700.000	0.000	VAR	700.00	700.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
shred service						
Cadillac Janitorial-lawn and snow servic Notes : Cost for lawn service and snow removal for the public defender's office. Amount is based on available historical data.	1.0000	10000.000	0.000	VAR	10,000.00	10,000.00
Computers Notes : Additional Laptop and Desktop needed for attorney #5. Cost is based on current market.	1.0000	1600.000	0.000	NOS	1,600.00	1,600.00
Copies of Evidence video -paid to OPA Notes : we pay the Wexford prosecutors office \$5/disk that they copy of audio or video. We also provide them with the CD, DVD, or flash drives they need.	12.0000	300.000	0.000	MTH	3,600.00	3,600.00
Court Rules / Guidelines	12.0000	33.920	0.000	MTH	407.04	407.04
Total for Supplies/Services					37,287.04	37,287.04
Total Other Expenses					62,257.69	62,257.69
TOTAL DIRECT EXPENSES					1,631,134.65	1,631,134.65
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
De Minimis Rate – up to 10%-Cost allocation for direct/indirect cost Notes : The cost allocation for the plan using the guidelines for federal regulation 2 CFR Part 200 including the indirect cost of IT service cost, building maintenance expenses, HR	0.0000	10.000	1136231.920		113,623.00	113,623.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	and Payroll processing, account receivables/payable transactions, Administrative overhead and support programs, general and public official liability insurance, civil legal services, security, and department coordination.						
Total Indirect Costs						113,623.00	113,623.00
TOTAL INDIRECT EXPENSES						113,623.00	113,623.00
TOTAL EXPENDITURES						1,744,757.65	1,744,757.65

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Category	Total	State Grant	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Personnel	716,056.90	716,056.90	<p>Wexford Missaukee Public Defenders is a regional office for Missaukee and Wexford Counties. The office consists of 4 full-time attorneys, 3 support staff, a social worker, and an investigator. The office also funds one full-time corrections officer to assist in meeting with in-custody clients at all stages of criminal proceedings and allowing unlimited access to the jail. Conflict cases are referred to the local MAC office who then assigns the case to a contract attorney.</p> <p>In the calendar year of 2022, there were 1226 new criminal cases referred for an appointment of an attorney with a breakdown as follows.</p> <ul style="list-style-type: none"> • Criminal case assignment <ol style="list-style-type: none"> a. 466 new felonies with 417 assigned to staff attorney. b. 760 misdemeanors and probation violations with 711 assigned to staff attorneys. c. 98 cases were assigned to contract attorneys. <p>An attorney for the Public Defender's office appeared at 1,319 total arraignments of those 228 were in circuit court and 1091 in district court.</p> <p>Since 2019, case numbers have increased each year. Between 2019 to 2022, there has been a 12 percent increase in felony cases and a 7 percent increase for total cases referred to the public defender's office for appointment.</p> <p>Due to the above numbers and In anticipation of the adoption of Standard 6, the office is requesting the addition of an attorney to comply with the recommended case loads for each attorney.</p>

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Category	Total	State Grant	Narrative
				<p>The public Defender's office has been fortunate to have a full staff for over a year. In prior years, the office was short-staffed due to attorney turnover which resulted in a higher usage of contract attorneys. The office has adopted the recommended salary pay scale for Standard 8 to encourage recruitment of new attorneys and retain current employees.</p> <p>Currently, contract attorneys are either in short supply or have limited availability. We have been able to recruit out of county attorneys to fill some of the contract attorney void by increasing minimum hourly pay and including travel time</p>
2	Fringe Benefits	420,175.02	420,175.02	<p>This is the fringe package offered to full time employees of Wexford County. Please find attached all of the county policies that accompany each category. The percentages are approximate and based on the current projected rates. We only have ONE employee hired prior to 2013 that qualifies for Longevity at the current time.</p>
Total Program Expenses		1,136,231.92	1,136,231.92	
Contractual				
1	Contracts for Attorneys	313,780.00	313,780.00	<p>Conflict cases are referred to the local MAC office who then assigns the case to a contract attorney. . In prior years, the office was short-staffed due to attorney turnover which resulted in a higher usage of contract attorneys. Currently, contract attorneys are either in short supply or have limited availability. We have been able to recruit out of county attorneys to fill some of the contract attorney void by increasing minimum hourly pay and including travel time/milage. The projected number of Misdemeanor cases has been reduced from the previous year .</p>
2	Contracts for Experts and Investigators	48,900.00	48,900.00	<p>An increase in funding here is due to the increase of CSC and drug cases where we have utilized various experts on numerous cases. Due to our location being in</p>

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Category	Total	State Grant	Narrative
				Northern Michigan, these experts are not typically local and need to travel at least a couple hours or more. At the present time we are averaging two jury trials each month between the two counties. This is more jury trials being held than ever before in history of Wexford and Missaukee counties.
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	69,965.04	69,965.04	This category includes the building lease, case management software, research software, copier lease which these costs are set by contract. An legal intern is for summer months and is used an aid in recruiting for northern Michigan.
Total Contractual		432,645.04	432,645.04	
Other Expenses				
1	Equipment	0.00	0.00	
2	Training/Travel	24,970.65	24,970.65	All rates are set at the approved amounts and in compliance of Standard 1 and proposed standard 7.
3	Supplies/Services	37,287.04	37,287.04	These rates and amounts are increased due to increase cost of all goods, including paper products. Our yearly copy paper supply increased over 30% alone this year. With additional staff anticipated we will need new computers for that attorney. Other cost are based on available historical data.
Total Other Expenses		62,257.69	62,257.69	
TOTAL DIRECT EXPENSES		1,631,134.65	1,631,134.65	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	113,623.00	113,623.00	The cost allocation for the plan using the guidelines for federal regulation 2 CFR

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2024

6/14/2023

	Category	Total	State Grant	Narrative
				<p>Part 200 including the indirect cost of IT service cost, building maintenance expenses, HR and Payroll processing, account receivables/payable transactions, Administrative overhead and support programs, general and public official liability insurance, civil legal services, security, and department coordination.</p> <p>Due to the nature and structure of Public Defender's office, these indirect cost benefit more than one task, activity or program. This includes indirect costs that cannot be assigned or directed to a specific task, activity or program without making an effort disproportionate to the results achieved.</p>
	Total Indirect Costs	113,623.00	113,623.00	
	TOTAL INDIRECT EXPENSES	113,623.00	113,623.00	
	TOTAL EXPENDITURES	1,744,757.65	1,744,757.65	

Source of Funds

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	1,596,705.45	1,596,705.45	0.00	0.00	
	Local Share Contribution	148,052.20	0.00	148,052.20	0.00	
	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	Total Source of Funds	1,744,757.65	1,596,705.45	148,052.20	0.00	
	Totals	1,744,757.65	1,596,705.45	148,052.20	0.00	

Attachments Index

FOR OFFICE USE ONLY:	Version # _____	APP # 220339
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#	Section	Title	File Name
1	Cost Analysis Detail	Employer FICA	FICA_2_B-14.1 Fringe Benefits - Gene.PDF
2	Cost Analysis Detail	Retirement	RET_3_B-14.4 Retirement Plan.pdf
3	Cost Analysis Detail	Health Insurance	HINS_4_B-14.3 Health Insurance.pdf
4	Cost Analysis Detail	Workmens Compensation	WC_5_B-14.10 Workers Compensation.pdf
5	Cost Analysis Detail	Life Insurance	LI_6_B-14.5 Life Insurance.pdf
6	Cost Analysis Detail	Longevity-paid per county policy	ZZZ_8_B-14.02 Longevity.pdf
7	Cost Analysis Detail	Cell phone stipend	ZZZ_9_D-10.0 Cellular Telephone Usag.PDF
8	Cost Analysis Detail	Lease	LEA_1_RENT INCREASE NOTICE April 202.PDF
9	Cost Analysis Detail	Mileage-Staff attorneys for conferences	MIL_7_5 - C-4.0 Office Travel and Bu.PDF

RENT INCREASE NOTICE

LJR Property Management, LLC
P.O. Box 526
Tawas City, MI 48764
989-714-7985

Date: 3/15/2023

Dear Wexford Missaukee Public Defender:

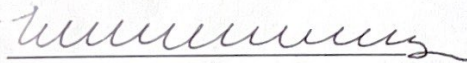
This Rent Increase Notice, which is based on the 2023 CPI Report released on March 14, 2023, shall be deemed as official notice given to you, the Lessee, in accordance with the Lease Agreement between the parties, that started on April 1, 2021.

This Notice shall act as an addendum to the Lease Agreement, amending the monthly rent amount to \$2,391.90 (a 6% increase of the base rent amount). This increase shall begin April 1, 2023.

All other terms and conditions of the original Lease Agreement remain in full force and effect.

If you should have any questions or would like to discuss the rent increase, please feel free to contact me anytime.

LJR Property Management, LLC



By: Elizabeth Schnettler, Manager

June 8, 2023

Mr. Joe Porterfield, County Administrator
437 E Division Street
Cadillac, MI 49601

RE: 2024 BUDGET REQUEST

Dear Mr. Porterfield,

Networks Northwest requests a year 2024 appropriation from Wexford County of \$4,695.00 which is the same appropriation requested for the years 2000 through 2023. This is for part of the required local match for the federal Economic Development Administration grant, which is what makes your county's communities eligible for federal infrastructure funds. It also helps provide the required match for other federal and state-funded programs. The return on this \$55,000 total investment by our ten counties is at least 20:1 in any given year.

The enclosed table shows how the requested amount was determined.

If you have any questions, my direct line is 231-929-5020.

Sincerely,



Darla Rowland
CFO

enclosure

cc: Ben Townsend

Received by Wexford County

JUN 09 2023

Administration Office

Northwest Michigan Council of Governments
dba Networks Northwest
 Appropriation Request Calculation

(adopted by the COG Board 7/29/99)

County	Real Property		% of		1998		% of		Combine	Average	Total	Appropriation
	Taxable Value	1998 Tax Year	Total	1998	Population	Population	Percent	Percent				
Antrim	\$923,211,949		10.31%	21,522	8.14%	18.45%	9.22%				\$5,073.00	
Benzie	520,672,963		5.82%	14,678	5.55%	11.36%	5.68%				3,125.00	
Charlevoix	1,022,289,910		11.42%	24,436	9.24%	20.65%	10.33%				5,680.00	
Emmet	1,371,664,991		15.32%	28,677	10.84%	26.16%	13.08%				7,194.00	
Grand Traverse	2,117,448,190		23.65%	74,134	28.02%	51.67%	25.84%				14,210.00	
Kalkaska	455,146,730		5.08%	15,568	5.88%	10.97%	5.48%				3,016.00	
Leelanau	1,127,784,545		12.60%	19,142	7.24%	19.83%	9.92%				5,454.00	
Manistee	569,575,878		6.36%	23,330	8.82%	15.18%	7.59%				4,174.00	
Missaukee	304,492,656		3.40%	13,892	5.25%	8.65%	4.33%				2,379.00	
Wexford	541,038,033		6.04%	29,185	11.03%	17.07%	8.54%				4,695.00	
Total	\$8,953,325,845		100.00%	264,564	100.00%	200.00%	100.00%				\$55,000.00	

BOARD OF COMMISSIONERS AGENDA ITEM

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

FOR MEETING DATE: July 05, 2023

SUBJECT: Central Dispatch Request for Additional Dispatcher

SUMMARY OF ITEM TO BE PRESENTED:

Central Dispatch has requested adding a tenth dispatcher to their roster. Following are the additional costs that would be incurred by adding another full-time employee.

Annual Wages: \$39,146 - \$44,242
(Starting wage: \$18.82; top wage: \$21.27 for 2023)

Annual Benefits: \$8,783 - \$29,157
(Includes FICA, MERS, Life Insurance, S&A, Workers Comp., & Health Insurance)

Total Annual Cost Increase: \$47,929 - \$73,399

Central Dispatch's budget can support the additional position.

RECOMMENDATION

The Human Resources / Public Safety and Finance Committees forward a recommendation to the full board to approve adding a tenth dispatcher position to the Central Dispatch Employee Roster.



Wexford County

Request for Board of Commissioner Action

Department: Central Dispatch

Submitted by: Duane Alworden

Subject: 10th Dispatcher Position

Committee: HR/PS Meeting

Committee Meeting Date: 6/27/2023

BOC Meeting Date: 7/5/2023

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

Give Central Dispatch the ability to hire a 10th dispatcher within the 911 center.

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):

The costs for this addition are currently in our budget. Starting July 1st, we will be moved to \$3.00 surcharge, only increasing our yearly budget.

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

This new position will help with our overtime and allow Central Dispatch to promote a night-shift supervisor which we haven't been able to replace since 2021. The night-shift supervisor will be able to properly evaluate the night employees, take care of complaints and issues from first responders in the field. This position will also give us the flexibility to have an additional dispatcher on duty during the large festivals and events we have in Wexford County, as well as large weather events that may take place. This position has been a goal for many years.

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

Post the position as soon as possible.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance and Appropriations Committee
FOR MEETING DATE: July 05, 2023
SUBJECT: Networks Northwest – MiWorks Lake Street Lease Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Networks Northwest has a lease with the County for space utilized by MI Works located at 401 N. Lake Street. The existing lease agreement expires on June 30, 2023. The new lease is for a six month period, July 1, 2023 through December 31, 2023.

RECOMMENDATION:

The Finance and Appropriations Committee forwards a recommendation to the full board to approve the presented lease agreement with Networks Northwest for Michigan Works office space.

LEASE

THIS LEASE, made and entered into this 21st day of June, 2023, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the LESSOR) and the **NETWORKS NORTHWEST**, whose mailing address is P.O. Box 506, Traverse City, Michigan 49685 (hereinafter referred to as the LESSEE).

WITNESSETH:

WHEREAS, LESSEE has the authority to contract in order to obtain facilities providing office and storage space and it is in need of such facilities; and

WHEREAS, LESSOR has available certain space which will meet the office and storage needs of the LESSEE at 401 Lake Street, Cadillac, Michigan 49601 (hereinafter referred to as LEASED PREMISES); and

WHEREAS, the LESSOR agrees to lease a portion of said space to the LESSEE, and the LESSEE desires to lease the same.

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

I. Leased Premises and Authorized Use. For the period of July 1, 2023 through December 31, 2023, LESSEE shall lease office and storage space consisting of approximately 5,611 square feet at 401 Lake Street as designated previously and as shown on the attached sketch (Attachment A, page 9).

The LESSEE by entry into this Lease acknowledges that it has inspected the leased premises and takes the leased premises **AS IS**. It is expressly understood and agreed that the rights granted the LESSEE under this Lease apply to the leased premises alone and do not extend to other parts of the LESSOR's property of which the leased premises are a part. The LESSOR shall have the right to use the conference room subject to the LESSEE's schedule.

It is expressly understood and agreed that the authorized use of the leased premises is for general office purposes and storage space. The LESSEE shall not use the leased premises for any other purpose without the prior written consent of the LESSOR.

II. Parking. The LESSEE shall be entitled to the rented use of one parking space per 200 square feet of rented gross floor space designated by the LESSOR.

III. Telephones and Information Technology Systems. The LESSEE shall be responsible for providing its own telephone and/or information technology system, as well as any Michigan Works! signage.

IV. Rent. LESSEE shall lease the premises described in Section I for a period of six (6) months and agrees to pay LESSOR the following sums for occupation and use of the leased space and utilities:

A. For the period covering July 1, 2023 to December 31, 2023, the lease rate shall be \$12.74 per square foot for 5,611 square feet at an semi-annual rate of Thirty-five thousand seven hundred forty two and 06/100 (\$35,742.06) Dollars, to be paid in monthly installments of Five Thousand Nine Hundred Fifty-seven and 0 1/100 (\$5,957.01) Dollars.

B. The LESSOR shall have the right to re-open the Lease on an annual basis to review utility use and costs.

Each monthly rental payment due shall be paid on or before the first of each month in which the LESSEE occupies the leased premises. In the event of early termination of this Lease as authorized in this Lease, the LESSEE shall pay the LESSOR all rents due and owing as of the effective date of termination.

V. Lease Period and Termination. This Lease shall commence on the 1st day of July, 2023, and shall terminate on the 31st day of December 2023.

Notwithstanding any other provision in this Lease to the contrary, the LESSEE may terminate this Lease at any time if funding is lost from state or federal sources. Additionally, the LESSEE shall have the right to lease less space in direct proportion to the percentage of the reduction in such funding.

VI. Warranties and Covenants. LESSOR hereby warrants that it has lawful title and right to make this Lease for the term aforesaid, and that LESSOR will put LESSEE in complete and exclusive possession of the leased premises.

LESSOR further covenants that if LESSEE shall pay the rental and perform all the covenants and agreements of this Lease to be performed by LESSEE, LESSEE shall, during the Lease term, freely, peaceably and quietly occupy and enjoy the full possession of the leased premises and the rights and privileges herein granted, without molestation or hindrance; and if at any time during the Lease term, the title of LESSOR shall fail or be discovered not to enable them to grant the term hereby demised, LESSEE, in addition to its other remedies at law or in equity, shall have the right to annul and void this Lease without any liability whatsoever.

VII. Right of LESSOR to Enter Leased Premises. LESSOR shall have the right to have a duly authorized employee, contractor, or agent enter upon the leased premises or any part thereof at any reasonable time for the purpose of examining the same or making such repairs or alterations as may be necessary for the safety and preservation thereof. Further, the LESSOR has the right to approve all modifications of the leased space with the LESSEE to pay the cost of any necessary building/construction permits.

VIII. Liability and Property Insurance. LESSEE shall obtain and maintain during the term of this Lease Comprehensive General Liability Insurance of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, covering personal injury, bodily injury and property damage arising from its activities in the leased premises and/or on the LESSOR's property of which the leased premises are a part. LESSEE shall also be responsible for insuring its property in the leased premises against loss or damage by theft, vandalism, fire, water and/or other causes. LESSEE shall ensure that all motor vehicles driven on to the LESSOR's property by LESSEE's employees, contractors, and agents are covered by Motor Vehicle Liability Insurance including Michigan No-Fault Coverages.

LESSEE shall include the LESSOR and the LESSOR's elected and appointed officers and employees as Additional Insureds on the LESSEE's Comprehensive General Liability Insurance required by this Lease.

LESSEE shall provide LESSOR's Designated Representative at the time executed copies of this Lease are returned to the LESSOR with a certificate of Insurance showing that it has obtained the Comprehensive General Liability Insurance and included the LESSOR and the LESSOR's elected and appointed officers and employees as Additional Insureds as required by this section. The Certificate of Insurance shall include an endorsement stating the following: Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Administration Office, 437 East Division, Cadillac, Michigan 49601. Upon receipt of such notice the LESSOR may terminate this Lease upon ten (10) days written notice to LESSEE.

If LESSEE's Comprehensive General Liability Insurance expires during the term of this Lease, the LESSEE shall deliver renewal certificate and/or policy to LESSOR at least ten (10) days prior to the expiration date.

IX. Liability.

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of the LESSEE's activities on or its use of the leased premises or in LESSEE's performance of its responsibilities under this Lease shall be the responsibility of the LESSEE, and not the responsibility of the LESSOR, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the LESSEE, anyone directly or indirectly employed by or a contractor, volunteer or agent of the LESSEE, provided that nothing herein shall be construed as a waiver of immunity that has been provided to the LESSEE or its officers and employees by statute or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of LESSOR's performance of its responsibilities under this Lease shall be the responsibility of LESSOR and not the responsibility of the LESSEE if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of any LESSOR elected or appointed officer, employee

or agent, provided that nothing herein shall be construed as a waiver of any immunity by LESSOR or its officers and employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the LESSEE and LESSOR in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the LESSEE and LESSOR in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any immunity by the LESSEE, LESSOR or their officers and employees, respectively, as provided by statute or court decisions.

X. Repairs. LESSOR, during the term of this Lease, shall keep the parking lot and building of which the leased premises are a part, in good repair. The LESSEE shall be responsible for repair and maintenance of the interior of the leased premises. LESSEE shall either repair at its own expense or reimburse the LESSOR for the full cost of any repairs of damage to the leased premises or the building of which they are a part caused by LESSEE, its officers, employees, contractors, volunteers, agents, visitors or customers.

XI. Furniture, Fixtures or Appliances in Leased Premises. Any furniture, fixtures or appliances, and the like, belonging to and installed by LESSOR in the leased premises prior to or during the period of this Lease are to be and remain the property of LESSOR, subject to the conditions of this Lease.

The LESSEE at its sole risk of loss or damage may install its own personal property and food bank items to be stored into the leased premises. The LESSOR shall have no responsibility for LESSEE's property or property which LESSEE may store in the leased premises. LESSEE shall have the right to remove its personal property and the stored items at any time before or within a reasonable time following the termination of this Lease, by lapse of time or otherwise, provided LESSEE, at its own expense, repairs any damage to the leased premises caused by such removal. If LESSEE's personal property and stored

items are not removed within thirty (30) days after termination of this Lease LESSOR may put it into storage at LESSEE's cost and expense. If LESSEE fails to recover its property from storage or make alternative arrangements for it within ninety (90) days from termination of this Lease it may be treated by the LESSOR as abandoned property and may be disposed of by LESSOR in such manner as the LESSOR in its sole discretion may elect.

XII. Compliance with the Law and Nondiscrimination. The LESSEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in its use of and activities within the leased premises, including but not limited to prohibitions against discrimination with regard to persons seeking services or employment.

XIII. Maintenance and Responsibility for Visitors and Customers. The LESSOR shall be responsible for all cleaning, upkeep and maintenance of the interior space of the leased premises.

The LESSEE shall be responsible for actions of LESSEE's visitors and customers in the leased premises or on the LESSOR's property of which the leased premises are a part with respect to property damage, vandalism, littering, etc. The cost of all repairs and/or clean up as a result of such actions shall be charged to and paid by the LESSEE.

XIV. Utilities and Telephone Charges. LESSOR shall provide utilities for ordinary purposes related to the use of the premises by LESSEE as a general office. LESSEE shall be responsible for the installation of such telephones as it may require and the cost for their use.

XV. Heat and Air Conditioning. The LESSOR shall provide heat to the leased premises and to the extent possible air conditioning. If the air conditioner serving the leased premises ceases to function and is beyond repair, the LESSOR shall be responsible for providing a replacement.

XVI. Use of Parking Lot, Snow Removal, and Vehicle Storage. The LESSEE, upon occupying the leased premises, shall have free access to the parking lot serving the 401 Lake Street building. The LESSOR shall be responsible for snow removal from the parking lot as part of the LESSOR's established snow removal rotation for all LESSOR's parking lots. LESSEE may not store or keep vehicles overnight anywhere on the LESSOR's parking lot or other property without the prior express written consent of the

LESSOR. Any consent to vehicle storage or keeping overnight shall clearly identify the vehicle(s) to which it applies. All other vehicles left on the LESSOR's parking lot or other property overnight may be subject to tickets and towing.

XVII. Security. The LESSEE shall be responsible for the security of the leased premises.

XVIII. Alterations to Leased Premises. The LESSEE shall obtain the express written consent of the LESSOR prior to making any interior alterations to the leased premises, including painting or removal of floor coverings. No alterations may be made beyond those specifically authorized by the LESSOR.

XIX. Damage or Destruction of Leased Premises. In the event of the total destruction of the leased premises by fire or otherwise, this Lease shall cease and LESSEE shall be liable for rent only up to the time of such destruction.

In the event of a partial damage or destruction, by fire or otherwise, of the leased premises, such as to render it unsuitable for the intended use thereof, either of the parties hereto may, within thirty (30) days from the date in which the damage occurred, terminate this Lease upon written notice to the other party. Such termination shall be deemed effective as of the date in which the notice of termination is received by the non-terminating party. If this Lease is terminated, the LESSEE shall be liable for rent due and owing up to the effective date of termination. In the event this Lease is not terminated in accordance with this section, the LESSOR shall repair, restore, or rebuild areas of the premises so affected. While the repairs, restoration, or rebuilding is in process, LESSEE shall be liable only for rent for those portions of the premises used for its purposes. The remainder of said rent shall abate until such premises have been repaired, restored, or rebuilt and the LESSEE has resumed the use thereof.

XX. Waivers. No failure or delay on the part of either of the parties to this Lease 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.

XXI. Amendments. Modifications, amendments or waivers of any provision of this Lease shall be made only by written mutual consent of the parties hereto.

XXII. Subletting or Assignment. The LESSEE may sublet space to the State of Michigan and agencies of a similar type that have traditionally shared space with the LESSEE. The LESSEE may not assign this Lease.

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

XXIV. Complete Lease. This Lease contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, including, but not limited to, prior leases, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

XXV. Invalid/Unenforceable Clause or Provisions. If any clause or provision of this Lease is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Lease. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the unenforceable clause or provision was rendered invalid or unenforceable.

XXVI. Certification of Authority to Sign Lease. The persons signing this Lease on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Lease has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto fully executed this

Lease on the day and year first above written.

WITNESSED BY:

LESSOR -- COUNTY OF WEXFORD

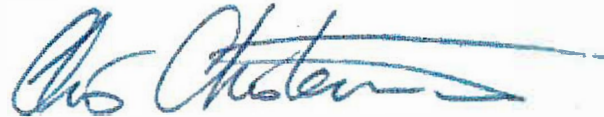
Signature

Gary Taylor, Wexford County Board of Commissioners

July 05, 2023

Date
LESSEE--NORTHWEST MICHIGAN
COUNCIL OF GOVERNMENTS

Printed Name



Chris Christensen, NWMCOG

Chair Date: June 27, 2023

SKETCH/AREA TABLE ADDENDUM

SUBJECT	Property Address																													
	City	State Zip																												
	Owner	76'																												
	Client Michigan works adjust with con																													
IMPROVEMENTS SKETCH	Appraiser Name																													
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