



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, February 17, 2021 beginning at 4:00 p.m. in the Commissioner of the Historic Courthouse in Cadillac, MI, 49601.

PUBLIC PARTICIPATION

In accordance with the Michigan Department of Health and Human Services Gathering and Face Mask Order and to prevent further spread of the COVID-19 virus, **public participation will be remote only**. Staff and the Wexford County Board of Commissioners may attend the meeting in-person, or by one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 843 690 0664#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on "Join a Meeting." Join using Meeting ID 843 690 0664.
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 843 690 0664.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENTS

The Board welcomes all public input.

I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

- 1. Approval of the February 3, 2021, Regular Meeting Minutes 1

J.	AGENDA ITEMS	
1.	Resolution 21-08 To Approve an Amendment to the Restated Amendment (Ex. 2/9/21)...	5
2.	COA Building Permits Fees (Executive 2/9/21)	26
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4.	Purchase Order Request – Electronic Storage, Sheriff’s Office (Finance 2/11/21)	37
5.	AT&T Completelink Agreement and Centrex Service Agreement (Finance 2/11/21) ..	40
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O.	BOARD COMMENTS	
P.	CHAIR COMMENTS	
Q.	ADJOURN	

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, February 3, 2021

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

Roll Call: Present- Commissioners Joseph Hurlburt, Mike Musta, Ben Townsend, Mike Bengelink, Michael Bush, Gary Taylor, Judy Nichols, and Brian Potter.

Absent- Julie Theobald.

*Commissioner Theobald was able to get connected right after the roll call was completed.

Pledge of Allegiance.

Additions/Deletions to the Agenda- *None.*

Approval of the Agenda

MOTION by Comm Bengelink, seconded by Comm Hurlburt to approve the agenda.

All in favor.

Employee Recognition- *None.*

Presentation and Reports- *None.*

Public Comment- *None.*

Consent Agenda

1. Approval of the January 20, 2021, Regular Meeting Minutes
2. Appointments to Standing and Special Committees

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

Roll Call: Motion passed 9-0

Agenda Items

1. Resolution 21-06 Temporary Emergency COVID-19 Leave

MOTION by Comm Nichols, seconded by Comm Bush to approve Resolution 21-06 Temporary Emergency COVID-19 Leave Benefits.

Roll Call: Motion passed 9-0.

2. Resolution 21-07 Honoring the Cadillac Vikings Football Team

MOTION by Comm Bengelink, seconded by Comm Nichols to approve Resolution 21-07 Honoring the Cadillac Vikings Football Team 2020-2021.

Roll Call: Motion passed 9-0.

3. Policy B12.4. Paid Absence Revised
MOTION by Comm Bengelink, seconded by Comm Bush to approve the revision to Policy B12.4, Paid Absence from the Workplace.

Roll Call: Motion approved unanimously.

4. Monumentation Surveyor Agreements (2)
MOTION by Comm Nichols, seconded by Comm Theobald to approve the two Monumentation Surveyors Agreements, for Atwell and CC Land, at \$15,400 each, to perform professional services in accordance with Act 345 of 1990 and authorize the Chairman to sign the agreements.

Roll Call: Motion approved unanimously.

5. Peer Review Surveyor Agreements (4)
MOTION by Comm Bengelink, seconded by Comm Bush to approve Peer Review Surveyor Agreements, for Brent Clough, Craig McVean, Bill Sikkema, and George Smith at \$500 each to perform professional services in accordance with Act 345 of 1990 and authorize the Chairman to sign the agreements.

Roll Call: Motion passed 9-0.

6. Cherrylan Software-Prosecutor's Office
MOTION by Comm Bush, seconded by Comm Potter to approve the purchase of the Cherrylan software in the Prosecutor's Office using \$16,400 of 2020 CESF grant funds.

Roll Call: Motion passed unanimously.

7. ScheduleAnywhere Agreement
MOTION by Comm Potter, seconded by Comm Bush to approve the ScheduleAnywhere three-year agreement in the amount of \$1,056 annually for use by the Correction Officers and authorize the Chairman to sign the agreements.

Roll Call: Motion passed 9-0.

8. Two Seven Oh Inc. Grant Agreement
MOTION by Comm Nichols, seconded by Comm Potter to approve the Two Seven Oh grant agreement in the amount of \$10,000 for prior adoptions of spay and neuter animals.

Roll Call: Motion passed 9-0.

9. Budget Amendment-*None*.

10. Closed Session-Pending Litigation

MOTION by Comm Bengelink, seconded by Comm Nichols to enter into closed session for the purpose of discussing current litigation pursuant to Section 8 of the Open Meetings Act, Act 267, P.A. 1976, as amended, being MCL 15.268 Sec.8 (e).

Roll Call: Motion passed 9-0.

Closed Session began at 4:08 p.m.

Closed Session completed at 4:19 p.m.

MOTION by Comm Bengelink, seconded by Comm Nichols to resume open session of the Board of Commissioners Regular Meeting and to accept the Minutes of the Closed Session as orally read by the Clerk.

Roll Call: Motion passed unanimously.

MOTION by Comm Bengelink, seconded by Comm Bush to resolve the McKay case with the McKay's paying \$1,859.47 in past taxes and property cleanup fees.

Roll Call: Motion passed 9-0.

Administrator's Report-

Administrator Koch informed the Board that she had listened to information regarding GASB 96. The County has until 2023 to be compliant.

Ms. Koch also explained that the County was served with another lawsuit involving tax foreclosures. It was referred to MMRMA for representation.

She also excitedly informed the Board that the installation of remote equipment in the Commissioner Room would be completed the following Saturday. She thanked Joe Porterfield for volunteering to come in and work with the company during installation.

Correspondence-

1. City of Cadillac Resolution No. 2021-3401
2. EGLE 2020 Long-Term Monitoring Report Acceptable
3. Cash Investment Report-Kristi Nottingham

Public Comments-*None*.

Liaison Reports-

Comm Townsend attended a Networks Northwest meeting where they awarded 21 grants to local businesses.

Comm Nichols attended the Northwest Community Action Agency meeting, as well as the District 10 Health Department meeting.

Board Comments

Comm Townsend stated he was excited for them to get back into their room.

Comm Bengelink read a quote from Ronald Reagan.

Comm Bush explained that he had the plaque and letter for the Cadillac football team. He was going to try and schedule a meeting to present it to them. He also wished Comm Potter a happy birthday.

Comm Theobald stated she was glad to see the City of Cadillac's Resolution.

Comm Nichols thanked Alaina for the group message that was created in Outlook. She also wished Comm Potter a happy birthday.

Comm Potter was glad to see Comm Nichols back. He also informed the Board that a former employee had suffered a heart attack and would be undergoing an extensive surgery.

Chairman's Comments

Comm Taylor wished Comm Potter a happy birthday and thanked everyone for coming.

Adjourn

MOTION by Comm Potter, seconded by Comm Nichols to adjourn at 4:25 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: February 17, 2021
SUBJECT: Resolution 21-08 An Amendment to the Restated Amended Airport Agreement

SUMMARY OF ITEM TO BE PRESENTED:

The agreement that establishes the Joint Cadillac-Wexford County Airport Authority includes language regarding the Authority Board's per diem pay. The current per diem is \$25 with an annual not-to-exceed amount of \$400. That amount has not changed since at least 1981.

The Airport Authority has unanimously approved the following motion:

Members of said board shall receive \$35.00 per diem, not to exceed \$560.00 in any one calendar year. The Officers (President, Secretary, and Treasurer), are to receive an additional \$5.00 per diem, not to exceed \$640.00 in any one calendar year. If a board member whom wishes not to receive any per diem, may do so, as long as, it is within the legal realm.

Approval of an amendment to the *Restated Amended Agreement to Establish Joint Cadillac-Wexford County Airport Authority* by both Wexford County and the City of Cadillac is required to finalize the change in per diem. The City approved an amendment on February 1, 2021 by resolution. The amendment and proposed resolution follow, along with additional supporting documentation.

If this amendment is approved, it will not change the current appropriation the County makes to the Airport Authority.

RECOMMENDATION:

The Executive Committee suggests the full board approve the resolution.

**AMENDMENT TO RESTATED AMENDED AGREEMENT TO ESTABLISH JOINT
CADILLAC-WEXFORD COUNTY AIRPORT AUTHORITY**

This Amendment (the "Amendment") to the Restated Amended Agreement to Establish Joint Cadillac-Wexford County Airport Authority fully executed on February 4, 2002 (the "Agreement") is made this ____ day of _____, 2021, by and between the City of Cadillac (the "City" and the County of Wexford, (the "County") in the County of Wexford, State of Michigan.

WHEREAS, Section 134 of the Aeronautics Code of the State of Michigan, Act 327 of 1945 (MCL 259.1a et seq.)(“Act 327”) authorizes two or more political subdivisions of this state to enter into contracts for the purpose of jointly carrying out the provisions of Act 327; and

WHEREAS, pursuant to that authority and by execution of the Agreement, the City and the County (the "Parties") created the Joint Cadillac-Wexford County Airport Authority and are the only parties to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to address the per diem received by the Members of the Board of the Cadillac-Wexford County Airport Authority as stated therein.

NOW THEREFORE, the Parties agree as follows:

1. Section 3. Governing Board, of the Agreement shall be amended to read as follows:

3. Governing Board. The Authority shall from and after the effective date of this Agreement (i.e., January 1, 1981), and any amendment thereto, be operated by a seven (7) person board (the "Board"). Four (4) members of said Board are to be appointed by the County and three (3) members are to be appointed by the City. Terms of the Board members so appointed shall be for two (2) years, except that the initial appointments are to be made by the City and County for one (1) and two (2) year terms. As the terms of the aforesaid members expire each year, the City and County shall each make appointments to fill the vacancies. All appointments are to be made by the governing bodies of the City and the County. No more than one (1) member of the Board at any one time shall be a member of the Cadillac City Council or City Administration; and no more than one (1) member of the Board at any one time shall be a member of the Wexford County Board of Commissioners or the Wexford County Administration Office. The existing Board shall continue to operate until the terms of its member expire.

Members of said Board, except City Council member and County Board of Commissioners member shall receive Thirty-five Dollars (\$35.00) per diem, not to exceed Five Hundred Sixty Dollars (\$560.00) in any one calendar year. The President, Secretary, and Treasurer shall each receive an additional Five Dollars (\$5.00) per diem, not to exceed Six Hundred

Forty Dollars (\$640.00) in any one calendar year. County Commissioner or County Administration member(s) and City Council or City Administration member(s) shall not be compensated by the Authority in any manner whatever. Any Board Member may elect not to receive the per diem provided for herein.

The Board shall choose a President, Secretary, and Treasurer and may provide for additional officers. The President, Secretary and the Treasurer shall be elected to serve for one (1) year, and new selections shall be made annually thereafter.

A quorum for the purpose of the transaction of business by said Board shall be four (4) members, and to act on any measure, there must be at least four (4) affirmative votes. The Board shall make annual reports to the County and City governing bodies, and provide the County Board of Commissioners and the City Council with minutes of meetings. The report to the County and City shall be made at least one week prior to the regular October sessions of the Wexford County Board of Commissioners and the Cadillac City Council.

The Board may make rules for the conduct of its meetings as it deems advisable and proper so long as such rules comply with the requirements of the Michigan Open Meetings Act, as amended.

The Board shall hold at least four (4) quarterly meetings each year, but may hold special meetings at the call of the President or any two (2) Board members pursuant to such regulations and rules as the Board may adopt. The effective date for the commencement of the Authority shall be on January 1, 1981, and the first meeting shall be held within thirty (30) days thereof.

The Board may ask the appointing governmental unit to replace a Board member if a member moves from the County, is absent without cause at two (2) consecutive meetings (without giving good reasons for such absence), or if a Board member dies or indicates disinterest in the development and operation of the Airport.

2. Except as specifically set forth above, the Agreement and all of its provisions shall remain in full force and effect, unchanged by this Amendment, and the same are hereby ratified and approved by the parties.

In Witness Whereof, the Parties have executed this Amendment on the day first set forth above, signifying their mutual assent to the provisions of this Amendment.

CITY OF CADILLAC

COUNTY OF WEXFORD

By: _____
Carla Filkins

Its: Mayor

By: _____
Sandra Wasson

Its: Clerk

By: _____
Gary Taylor

Its: Chairman

By: _____
Alaina M. Nyman

Its: Clerk

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan, on the seventeenth day of February 2021 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

RESOLUTION NO. 21-08
TO APPROVE AN AMENDMENT TO THE RESTATED AMENDED AGREEMENT TO ESTABLISH A JOINT CADILLAC-WEXFORD COUNTY AIRPORT AUTHORITY

WHEREAS, Section 134 of the Aeronautics Code of the State of Michigan, Act 327 of 1945 (MCL 259.1a et seq.) (“Act 327”) authorizes two or more political subdivisions of this state to enter into contracts for the purpose of jointly carrying out the provisions of Act 327; and;

WHEREAS, the County and the City of Cadillac entered into the Restated Amended Agreement to Establish Joint Cadillac-Wexford County Airport Authority (the “Agreement”) for the purposes of jointly carrying out the provisions of Act 327; and

WHEREAS, the parties to the Agreement wish to amend the Agreement to address the per diem provided to the Board Members of the Joint Cadillac-Wexford County Airport Authority; and

WHEREAS, the County has considered the proposed amendment to the Agreement attached at Exhibit A; and

WHEREAS, the Board of Commissioners for the County of Wexford, Michigan has determined it to be in the best interests of the public health, safety, and welfare to enter into the proposed Agreement.

NOW THEREFORE, the Board of Commissioners for the County of Wexford, Michigan, resolves as follows:

1. The Board of Commissioners for the County of Wexford hereby approves and authorizes the County to enter into the Amendment to the Restated Amended Agreement to Establish Joint Cadillac-Wexford County Airport Authority.
2. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

Alaina M. Nyman, County Clerk

I hereby certify that the foregoing is a true and complete copy of Resolution 21-08 adopted by the Board of Commissioners of Wexford County at a regular meeting held on February 17, 2021, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

Cadillac City Council and The Wexford County Board of Commissioners

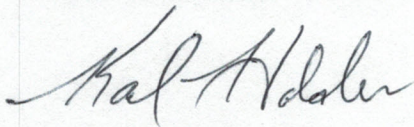
RE: Per Diem Increase

Ladies and Gentlemen, The Wexford County Airport Authority here by requests the City and the County to consider amending the Joint Cadillac-Wexford County Airport Authority Agreement Section 3 pertaining to scheduled meeting per diems as follows:

Thirty-five Dollars (\$35.00) per diem not to exceed Five Hundred Sixty Dollars (\$560.00) in any one calendar year. Officers: President, Treasurer, and Secretary, are to receive an additional Five Dollars (\$5.00) per diem not to exceed Six Hundred Forty Dollars (\$640.00) in any one calendar year. If a Board Member whom wishes not to receive any per diem, may do so as long as, it is within the legal realm.

This request was voted on and passed unanimously at the October 14, 2020 Board Meeting. (Please see attached)

The Wexford County Airport Authority Board Members humbly ask, that you approve this request.

A handwritten signature in cursive script, appearing to read "Kal Alder", is written in dark ink.

WEXFORD COUNTY AIRPORT AUTHORITY

MINUTES

Meeting of Wednesday October 14, 2020

1. Meeting was called to order by Hill at 6:00 PM
Present: Hill, Clements, King, Mackey, Paul & Holder
Manager Bujalski
Lucinda Rathbun (record minutes)
Ben Townsend, County Representative
2. Introduction of Guests: Bob Johnson
Representatives of Prein & Newhof
3. Public Comment: None
4. Additions or Deletions to the Agenda: Minutes from Special Meeting held 9/24/2020
Minutes not prepared. Tabled next meeting.
5. Approval of September 2020 minutes.

MOTION by Holder to approve September 2020 minutes as written.

Supported by King. All in Favor. Motion carried.

6. Treasurer's Report

Profit & Loss Budget presented. Cares Act funds of \$30,000 to be allocated as \$5,000 to line item 6511.1 Kysor Hangar Maintenance with remainder balance of \$25,000 to other income.

Action: Holder to increase bottom line budget to reflect Cares Act Funds.

Line items within Electricity Expenses to be reallocated and adjusted as current percentage breakdown is not correct.

MOTION by Mackey to move \$5,000 out of other income to 6511.1 Kysor Hangar Maintenance.

Supported by Clements. All in Favor. Motion carried.

7. Committee Reports

a. Finance Committee- Discussed Cares Act Money/Electricity Expense and determined there are issues that need to be addressed. Need to make budget cleaner. Manager will have budget ready next month with hopefully December meeting approval.

- b. Personnel Committee- Manager is buying a home in Missaukee County on Seeley Rd; written agreement to be prepared removing the Wexford County requirement and keeping the within 15-minute driving distance

Action Item: Manual to be updated by Personnel Committee

- c. Facilities Committee- held special meeting on 9/24/2020.

8. President's Report-Nothing to Report

9. Manager's Report

Written Report submitted.

Personnel: working on new safety procedures

Facilities: Lighting/telephone system/hangar preventative maintenance/overhead door/Heinen Avionics/hangar usage/Solar Farm all discussed.

Equipment: maintenance/Snowblower/Forklift all addressed.

Operations: Cargo operations extremely busy/reviewing fuel testing and logging procedures

Action item: Facilities Committee to set up meeting soon

10. New Business- None

11. Old Business

a. Per Diem

City and County were contacted about proposed changes to WCAA Board Member meeting compensation and both in agreeance.

MOTION by Holder for Members of said board shall receive \$35.00 per diem, not to exceed \$560.00 in any one calendar year. The Officers (President, Secretary, and Treasurer), are to receive an additional \$5.00 per diem, not to exceed \$640.00 in any one calendar year. If a board member whom wishes not to receive any per diem, may do so, as long as, it is within the legal realm.

Supported by King.

Clements Yes

King Yes

Paul Yes

Mackey Yes

Holder Yes

Hill Yes

Motion carried.

Action: Minutes to be forwarded to County for them to make appropriate amendment.

12.. Public Comments

Bob with Prein & Newhof indicated loans are available and possible grant for Fork Lift. He will do more research and connect with Manager.

Ben Townsend, County Representative advised that if one doesn't take per diem be sure to have documentation that that person does not want to take the per diem.

13. Board Member Comments

Clements believes board brought up good things and moving forward. He believes we need to look out for the Manager giving him support. The Board asked him to get more revenue without incurring expenses which he is trying to do and the Board needs to support him.

King stated it was a productive meeting. He knows Airport needs more hangar space. Moving forward with cost estimates so we can get that going is a priority.

Paul advised that the Board needs to look at our future, next year, the following year, etc....and the Board should not put off addressing issues. He knows Manager has a lot of responsibilities and he may need to delegate things or maybe he needs additional staff or assistance.

Mackey agrees with Paul and that Manager is doing a great job. He encourages the Board to set deadlines because we can not keep putting off things. Hangers are key to more income affecting all aspects of the airport. Mackey strongly feels we need to get it done. He believes it was a good meeting and Board and Manager are making great headway.

Holder repeated the need to help out Manager and totally support him. He concurs that Manager is doing a great job. He stated that we need to get things done quicker.

Hill stated it was a good meeting and not everything moves as quickly as we want it to. He too agrees that Manager is doing a great job along with everyone on the Board. Hill encourages Manager to reach out the them if he needs help.

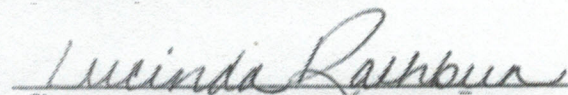
14. Next Meeting date is November 11, 2020.

15. Adjournment

MOTION by Mackey to adjourn at 7:40 PM.

Supported by King. All in Favor. Motion carried.

Prepared by Lucinda Rathbun



Action Items:

**RESTATED AMENDED AGREEMENT TO ESTABLISH
JOINT CADILLAC-WEXFORD COUNTY AIRPORT AUTHORITY**

This agreement is made between the City of Cadillac, Michigan (the "City") and the County of Wexford, Michigan (the "County").

RECITALS

A. There was an agreement in substantially the same form as this agreement which was executed and dated effective January 1, 1981. An executed copy of the Amended Agreement to Establish Joint Cadillac-Wexford County Airport Authority (the "Agreement") can not be located by either Wexford County or the City of Cadillac. As a result, this restated Agreement has been reformatted and prepared for signature. It is the intent that the content of the original Amended Agreement not be changed.

B. There is now operated in Wexford County, Michigan, an airport known as the Wexford County Airport (the "Airport").

C. The Airport serves the Wexford County area and the cost of development and operation would be more equitably distributed by a joint operation between the City and the County.

D. It is made permissible by statute (MCL 259.134) for two or more political subdivisions to join in the operation and control of an airport.

E. The joint operation by the County and City of the Airport would make it possible to participate in more state and federal aid programs, with a result that the Airport would be developed and extended to care for the growing demands made upon it by industry and business.

F. The Airport and its development is of extreme importance to the economic development and continued prosperity of this community and the City, County, and urban and rural areas.

G. An Airport Authority was established in 1970, and amended in 1978, and the parties wish to make an additional amendment and new Agreement by this document.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Establishment of Authority.** To foster and bring about the ends, aims, objects, and purposes, there is hereby established a joint City and County Airport Authority.

2. **Name of Authority.** The Authority is to continue to be known as the Wexford County Airport Authority (the "Authority") and all business and transactions shall hereafter be carried out under its name.

3. **Governing Board.** The Authority shall from and after the effective date of this Agreement (i.e., January 1, 1981), be operated by a seven (7) person board (the "Board"). Four (4) members of said Board are to be appointed by the County and three (3) members are to be appointed by the City. Terms of the Board members so appointed shall be for two (2) years, except that the initial appointments are to be made by the City and County for one (1) and two (2) year terms. As the terms of the aforesaid members expire each year, the City and County shall each make appointments to fill the vacancies. All appointments are to be made by the governing bodies of the City and the County. No more than one (1) member of the Board at any one time shall be a member of the Cadillac City Council or City Administration; and no more than one (1) member of the Board at any one time shall be a member of the Wexford County Board of Commissioners or the Wexford County Administration Office. The existing Board shall continue to operate until the terms of its member expire.

Members of said Board, except City Council member and County Board of Commissioners member shall receive Twenty-five Dollars (\$25.00) per diem, not to exceed Four Hundred Dollars (\$400.00) in any one calendar year, County Commissioner or County Administration member(s) and City Council or City Administration member(s) shall not be compensated by the Authority in any manner whatever.

The Board shall choose a President, Secretary, and Treasurer and may provide for additional officers. The President, Secretary and the Treasurer shall be elected to serve for one (1) year, and new selections shall be made annually thereafter.

A quorum for the purpose of the transaction of business by said Board shall be four (4) members, and to act on any measure, there must be at least four (4) affirmative votes.

The Board shall make annual reports to the County and City governing bodies, and provide the County Board of Commissioners and the City Council with minutes of meetings. The report to the County and City shall be made at least one week prior to the regular October sessions of the Wexford County Board of Commissioners and the Cadillac City Council.

The Board may make rules for the conduct of its meetings as it deems advisable and proper so long as such rules comply with the requirements of the Michigan Open Meetings Act, as amended.

The Board shall hold at least four (4) quarterly meetings each year, but may hold special meetings at the call of the President or any two (2) Board members pursuant to such regulations and rules as the Board may adopt. The effective date for the commencement of the Authority shall be on January 1, 1981, and the first meeting shall be held within thirty (30) days thereof.

The Board may ask the appointing governmental unit to replace a Board member if a member moves from the County, is absent without cause at two (2) consecutive meetings (without giving good reasons for such absence), or if a Board member dies or indicates disinterest in the development and operation of the Airport.

4. **Operational Funds.** The funds for the operation of the Airport shall be apportioned as follows between the City and the County. The County and the City shall annually have their proper officials meet prior to the budget meeting of the County and City to go over the plans of the Authority for the following year, and on the basis of the plans and needs of the Authority and the financial needs and condition of the City and County, decide upon the operating budget of the Authority for the following year. The County agrees to provide sixty percent (60%) of the net operating requirements of the Authority. The City agrees to provide forty percent (40%) of the net operating requirements of the Authority. The proportional support of the Authority by City and County may be reviewed after five (5) years, and shall continue at 60-40 unless either party requests an adjustment thereafter. If any adjustment is requested by either the City or the County, and an agreement cannot be reached, the matter shall be submitted to binding arbitration. In the event of arbitration, each party shall select an arbitrator not connected in any way with the Party selecting the arbitrator, and the two (2) selected arbitrators shall select a third arbitrator. A majority vote of the arbitrators (i.e., two votes) shall be binding.

5. **Airport Lands.** The City will execute and deliver a good and sufficient deed conveying an additional undivided ten percent (10%) interest in the Airport lands to the County. (County now has fifty percent (50%)). Should any of the lands presently controlled by the Authority, or should any which are hereinafter acquired be deemed unnecessary for aeronautics purposes and deemed surplus because they have no use

presently or in the contemplable future as airport lands, then such lands may be leased, sold, traded or conveyed or otherwise disposed of by the Authority subject to approval by the City and County governing bodies.

In the event the Authority established hereunder shall be dissolved or cease to operate, and if the parties are unable to agree on a formula for reversion of land and improvements, then the matter shall be submitted to arbitration in the manner herein set forth.

Any lands obtained hereafter shall continue to be owned by the City and County, the County to own an undivided sixty percent (60%) interest and the City to own an undivided forty percent (40%) interest therein.

6. **Audit of Funds.** An annual audit of funds of the Authority shall be made by some person not connected with the Authority and said audit shall be according to generally accepted accounting principles. The audit shall be made by a Certified Public Accountant and shall be submitted to the governing bodies of the County and the City.

7. **Rules of Airport Operation.** Rules and regulations to protect the life and property of the general public and the persons using the Airport as are deemed necessary shall be made by the Authority. The Authority is hereby given the power and it has the duty to see that such reasonable rules and regulations are promulgated and enforced.

8. **Legal Extent of Authority's Powers.** The Authority shall have the powers given to joint airport authorities under the laws of the State of Michigan and the rules and regulations of the Michigan Board of Aeronautics or any other state or federal commissions or agencies hereinafter created, subject to the limitations made by this Agreement.

9. **Liability of Authority.** Insurance coverage must be obtained by the Board and approved by the City and County. The Authority shall incur no debts or obligations unless budgeted or unless prior approval is obtained from the City and County.

10. **Board Treasurer.** The Treasurer of the Authority shall file a surety bond in favor of the Authority in an amount to be decided by the Board and subject to the Board's approval, the cost thereof to be paid by the Authority.

11. **Prefacing Remarks.** The prefacing remarks first made herein are incorporated and made a part of this Agreement. These statements shall act as a guide if any dispute arises as to the intent, object or purpose of this Agreement.

12. **Federal and State Projects - Authority of Board.** The Board is hereby designated as the agent of the City and County to act for them in applying for federal and state aid airport projects which the Board deems necessary, appropriate and desirable. For such purpose or purposes, the Board is given the power and authority to do all things necessary and proper as the agent of the City and County in connection with the application for federal and state airport projects. The Authority is hereby granted the extended right to borrow for specific capital projects or for the local share required by federal or state grant awards for airport projects with prior City and County review and approval. Should the public laws of the State of Michigan grant jointly operated airports and their operating boards rights and powers, such extension or extensions of power and authority is hereby incorporated, and this Agreement is to be read as though such extended and enlarged powers, rights and authority are included herein.

13. **Ratification of Prior Acts.** The parties hereby ratify the prior existence of the Authority and ratify all Acts made under the Agreement from and after January 1, 1981 as if this Agreement had been signed by the parties since that date. However, the parties

do not ratify any Acts made in violation of any State or Federal law, rule or regulation, or are in violation of this Agreement.

IN WITNESS WHEREOF, the authorized officers pursuant to action of the governing bodies of the City and County have executed this Agreement on this 4th day of February, 2002, as to the City, and on the 3rd day of January, 2002, as to the County.

CITY OF CADILLAC, MICHIGAN

By: Ronald J. Blanchard
Ronald J. Blanchard, Mayor

By: Janice E. Nelson
Janice E. Nelson
City Clerk

COUNTY OF WEXFORD, MICHIGAN

By: Darrell Kelley
Darrell Kelley, Chairman
Wexford County Board
Of Commissioners

By: Elaine Richardson
Elaine Richardson
Wexford County Clerk

APPROVED AS TO FORM
FOR COUNTY OF WEXFORD
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend
Robert D. Townsend

WCAA BOARD MEMBERS

Date: 1/14/21

MEMBER	COMMITTEES	TERM EXP
Bill King 231-884-0431 brk3157@gmail.com 9760 E M-115, Cadillac, MI 46901	*Personnel Chair Finance	12/31/2021
Karl Holder 248-840-0254 kjholder2017@gmail.com 716 Linden, Cadillac, MI 49601	President	8/21/2021
Bill Paul 231-590-5082 bilp622701@gmail.com 8050 Hagstrom Ln, Cadillac, MI 49601	Personnel Facilities	12/31/2021
Keith Hoover 231-577-8358 cbcpastork@gmail.com 211 E. Mesick Ave., Mesick, MI 49668	Finance Facilities	12/31/2022
Jim Clements 919-395-5275 jimcemail@gmail.com 210 Stimson St. Cadillac, MI 49601	*Treasurer Personnel	2/22/2021
Dave Mackey 231-920-0333 roscoe.mackey443@gmail.com 11023 E 44 1/2 Rd. Cadillac, MI 49601	*Facilities Chair Secretary	12/31/2022
Lucinda Rathbun 231-920-1859 l.rathbun@hotmail.com	Recording Secretary	

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert Engels
Bryan Elenbaas

RESOLUTION NO. 2021-____

**RESOLUTION TO APPROVE AMENDMENT TO RESTATED AMENDED AGREEMENT TO
ESTABLISH JOINT CADILLAC-WEXFORD COUNTY AIRPORT AUTHORITY**

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan,
held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac,
Michigan, on the ____ day of _____, 2021 at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and
seconded by _____.

WHEREAS, Section 134 of the Aeronautics Code of the State of Michigan, Act 327 of 1945
(MCL 259.1a et seq.) (“Act 327”) authorizes two or more political subdivisions of this state to enter
into contracts for the purpose of jointly carrying out the provisions of Act 327; and;

WHEREAS, the City and the County of Wexford entered into the Restated Amended
Agreement to Establish Joint Cadillac-Wexford County Airport Authority (the “Agreement”) for
the purposes of jointly carrying out the provisions of Act 327; and

WHEREAS, the parties to the Agreement wish to amend the Agreement to address the per
diem provided to the Board Members of the Joint Cadillac-Wexford County Airport Authority;

and

WHEREAS, the City has considered the proposed amendment to the Agreement attached at Exhibit A; and

WHEREAS, the City Council for the City of Cadillac has determined it to be in the best interests of the public health, safety and welfare to enter into the proposed Agreement.

NOW THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. The City Council for the City of Cadillac hereby approves and authorizes the City to enter into the Amendment to the Restated Amended Agreement to Establish Joint Cadillac-Wexford County Airport Authority.

2. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 21-____, duly adopted at a regular meeting of the City Council held on the __ day of ____, 2021.

Sandra Wasson
Cadillac City Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: February 17, 2021
SUBJECT: COA Building Permit Fees

SUMMARY OF ITEM TO BE PRESENTED:

A Commissioner noted that the Council on Aging is doing a new building project and has suggested to waive the building permit fees.

RECOMMENDATION:

The Executive Committee proposes the full board approve waiving the building permit fees.



Wexford County

Request for Board of Commissioner Action

Department: Office Of Public Defender
Submitted by: Robert Champion, Chief Public Defender
Subject: New Lease
Committee: Finance
Committee Meeting Date: 02/11/2021
BOC Meeting Date: 02/17/2021

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

Request to approve a 5 year commercial property lease between L J R Property Management LLC and Wexford County to house the Public Defender's Office.

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):

Monthly lease of \$2100 includes the utilities of gas, electric, taxes and sewer/water
5 year lease with yearly adjustment based on the CPI.
Building shares parking lot with county building. Cost per sq ft \$0.68 per sq ft monthly, \$8.13 per sq. ft yearly. No increase to the current budget.

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

Our current building located at 1538 Plett Road is approx 1200-1400 sq ft of space. It is a small converted residential house. We have currently 6 full time staff with no meeting space, or necessary storage space. Current building is not ADA compliant.

New building located at 419 Lake Street meets all needs including ADA compliance, file storage, office space and meeting rooms. The building is centrally located within the city of Cadillac and next to the Lake Street county building. The location provides ease of access for clients and cost savings to the county.

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

If approved by BOC,

1. 02/18/2021- 04/1/2021 Preparation of building (Phones, Internet , Signs).
2. 03/28/2021-03/31/2021 Physical transfer of office to new location.
3. 04/01/2021 Complete move in.

List of Attachments:

Lease
MIDC Contract adjustment
Cost analysis

Note from Administration Office: The draft lease has been sent to civil counsel and our liability insurance representative for review. If any recommended changes are received before the meeting, they will be provided to the committee.

COMMERCIAL PROPERTY LEASE

This lease (Lease) is entered into on February____, 2021, between LJR Property Management, LLC, a Michigan Limited Liability Company, with offices at P.O. Box 526, Tawas City, MI 48764 (Lessor), and Wexford County, whose address is 437 E. Division, Cadillac, MI 49601 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee that property commonly known as **419 N. Lake Street, Cadillac, Michigan 49601**(the Premises).
2. **Term.** The term of this Lease shall be 5 years, commencing on April 1, 2021 (the Commencement Date).
3. **Rent.**
 - a. **Base rent.** 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.
 - b. **Utilities.** Lessor shall be responsible for the payment of electricity, natural gas, and water/sewer. Lessee shall be responsible for the payment of all other services for the Premises, including trash receptacle, snow removal, lawn care, cable/internet, alarm system, etc.
4. **Possession.** Lessee will take possession of the Premises on April 1, 2021.
5. **Security deposit.** No security deposit will be paid.
6. **Option to renew.** Lessee shall have an option to renew this Lease on the expiration of the initial term of the Lease for an additional 5 year term by giving written notice of renewal to Lessor not less than 180 days before the Lease term expires.
7. **Signs.** The Lessee is hereby authorized to install on the grounds of the Leased Premises, at its own expense, a sign approved by Lessor identifying the location and nature of the Department's programs. Lessee must confirm with the local municipality that any sign erected complies with all local codes and ordinances.
8. **Use.** The Premises is to be used and occupied for the purpose of a Public Defender's Office and no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. The Lessor covenants that if the Lessee shall pay the rent and perform the terms of this Lease as required of the Lessee, the Lessee shall, during the term of this Lease, have free, peaceful and quiet occupancy and enjoyment of the full possession of the Leased Premises without molestation or hindrance, and if at any time during the term hereof the right of the Lessor to lease the premises

shall fail, the Lessee, in addition to its other remedies at law, shall have the option to terminate this Lease without any liability whatsoever except rent accrued to the date of termination.

9. Repairs, Maintenance, and Expenses. Lessor shall pay all costs and expenses incurred in maintaining the exterior of the Building located on the Premises, and maintaining the furnaces, air conditioning units, and hot water heater that service the Premises. The Lessee shall be responsible for the maintenance of the parking lot on the Premises. The maintenance and repair of the interior space (with the exception of the furnaces, air conditioners and hot water heater) of the Premises shall be the responsibility of Lessee.

*Prior to April 1, 2021, Lessor will, at Lessor's expense, have the interior walls painted where needed.

10. Surrender of Premises. Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Possession Date, excepting normal wear and tear.

11. Entry and inspection. Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease (assuming Lessee does not opt to renew) to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

12. Taxes and assessments. Lessor shall pay all real property taxes levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.

13. Alterations. Lessee shall not make any other alterations to the Premises without the prior written consent of Lessor.

14. Assignment and subletting. Lessee may not sublease any portion of the premises, without Lessor's prior written approval, which may be withheld at Lessor's sole discretion.

15. Trade fixtures. All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

16. Insurance. The Lessee shall procure and maintain during the life of this Lease, commercial general liability insurance on an occurrence basis with liability of not less than one million dollars (\$1,000,000) per occurrence or aggregate combined single limit, personal injury and bodily injury, and not less than one hundred thousand dollars (\$100,000) property damage coverage. The Lessee may, at its option, maintain such insurance through its self-insured program administered by the Michigan Municipal Risk Management Authority (MMRMA). Lessor shall be an additional insured in such policies and Lessee shall furnish Lessor with a Certificate of Insurance with reference to same.

The Lessor shall maintain liability insurance for public liability, personal injury, bodily injury and property damage to which the Lessee and the Lessee's elected and appointed officers/officials, employees and agents are added as Blanket Additional Insureds in the sum of not less than \$1,000,000.00 for a single occurrence and \$100,000.00 minimum property damage insurance. The Lessor shall provide the Lessee with a certificate of insurance evidencing its possession of such insurance. Upon failure to do so, or lapse of such insurance, the Lessee may, at its option, obtain such insurance and the costs will be deducted from the rent due under the terms of this Lease.

It is expressly understood and agreed that the insurances to which the parties to this Lease are added as Additional Insureds shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

17. Lessee's liability. All of Lessee's personal property, including trade fixtures located on the Premises, shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business that may occur for any reason whatsoever, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. Lessee is responsible for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment located in the Premises.

18. Fire or other casualty. The Lessor shall maintain adequate property insurance coverage on the Leased Premises. Lessee must give Lessor written notice of fire or other casualty at the Premises. In addition to the written notice, Lessee must immediately and with all diligence attempt to contact Lessor by all means available, including telephone, text message and email, to inform Lessor of the casualty.

In the event of a total destruction of the Leased Premises by fire or otherwise, this Lease shall terminate and the Lessee shall be liable for rent only up to the time of such destruction. If the Premises are partially damaged or destroyed by fire or other casualty, either party may terminate this Lease by giving written notice to the other party. The notice of termination must be given within 30 calendar days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. If notice is given by Lessor within this 30 calendar day period, Lessee must surrender the Premises to Lessor within 15 calendar days of the notice. After the surrender, each party is released from any further obligations under this Lease, with the following exception: all Annual Base Rent accruing through the surrender date must be paid in full. Lessee has no obligation to pay any Base Annual Rent accruing after the surrender date. If neither party exercises this option within the designated period, Lessor must diligently proceed to repair and restore the Premises to their condition before the casualty.

19. Condemnation. If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date on which the Lessor received notice of such condemnation. All damages for the condemnation of

the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor. Notwithstanding the foregoing, if the whole or part of the Premises shall be condemned by eminent domain, the Lessee shall have the right, to the extent permitted by law, to interpose and prosecute a claim against the condemning authority for the value of the Lessee's alterations, fixtures and improvements taken by the condemning authority, together with the Lessee's costs of installation thereof.

20. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

21. **Holding over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 115 percent of the then existing rental rate.

22. **Nondiscrimination.** The parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The parties shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the parties are found not to be in compliance with this section, the non-breaching party may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

23. **Termination for Breach.** In the event either of the parties to this Lease remain in breach of any of the provisions contained herein fourteen (14) days after receipt of notice of such breach by the other party, the party providing such notice may terminate this Lease upon sixty (60) days notice to the other party. If the breach is cured during such sixty (60) days period, this Lease shall not terminate. If the breach is not cured during such sixty (60) day period, this Lease shall terminate upon the completion of such period, the Lessee shall vacate the Premises, and the Lessor shall re-enter and repossess the same. In the event the breach is such as to constitute a serious hazard to the safety of the Premises and/or the Lessee's employees or members of the public receiving services therein, this Lease may be terminated upon seven (7) days notice to the

breaching party unless the breaching party cures the hazard within such seven (7) day period. Any termination of this Lease as set forth in this section shall relieve the Lessee of responsibility to pay any monthly rentals beyond the effective date of termination. This section is not applicable to nonpayment of rent by the Lessee, and the Lessor retains all of its legal rights in regard thereto.

24. **Applicable Law and Venue.** This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. The Lessor and Lessee agree that the venue for the bringing of any legal or equitable action under this Lease shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Lease in federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

25. **Entire agreement.** This Lease contains the entire agreement of the parties regarding its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease.

26. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

27. **Binding effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

28. **Effective date.** This Lease shall be effective as of the date first stated above.

29. **Authority to Execute.** The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Lease on behalf of the party to the Lease.

30. **Complete Lease.** This Lease contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

31. **Termination for Convenience.** The parties acknowledge that the funding for the Department's programs, including this lease, is provided in part by a state mandated Michigan Indigent Defense Grant covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended. In the event the Lessee's source of funding for the Department's programs or for the Premises is reduced or terminated at any time, notwithstanding any other provision of this Lease to the contrary, this Lease may be terminated by the Lessee if notice is given to the Lessor in writing at least sixty (60) days prior to the date on which such termination becomes effective. In the event of termination, the Lessor shall receive those monthly rental payments which are due and owing as of, but not exceeding, the effective date of this Lease's premature termination.

32. **Contingency.** This Agreement is contingent upon Lessor purchasing the Premises. At the time this Agreement is entered into, the Lessor does not own the Premises, but has entered a

Purchase Agreement with the current owner to purchase the Premises, with the closing date to be on or before March 12, 2021. If Lessor does not own the Premises by March 13, 2021, for any reason whatsoever, and at Lessor's sole and absolute discretion, this Lease is cancelled and neither party hereto has any remedy against the other.

LESSEE

LESSOR

Dated: _____

Dated: _____

Wexford County

LJR PROPERTY MANAGEMENT, LLC

By: Gary Taylor, Chairman
Wexford Board of Commissioners

By: Leland Richards, Member

**Department of Licensing and Regulatory Affairs
Michigan Indigent Defense Commission
Request for Contract Adjustment**

1. Name and Address of Grantee Wexford County 437 E. Division Street Cadillac, MI 49601	2. Funding Unit(s) Wexford and Missaukee Counties	3. Grant Number 2021-66	4. Grant/Contract Period From: 10/1/2020 To: 9/30/2021
5. Requested Adjustment () Compliance Plan Modification () Personnel Change (XX) Budget Revision () Contract Extension			
6. Requested Effective Date 4/1/2021		7. MIDC Regional Manager Review (initial and date)	
7. Explanation of Requested Revision: The office is currently located at 1538 Plett Road, Cadillac Mi. The lease has expired. The current structure is appx 1200 sq ft, small residential house that was converted to an office/ It does not have the necessary file storage, office or meeting space. The adjustment would allow us to move to a 3100 sq ft renovated building meeting our current and future needs with no increase to current budget. Attachments			

8. Budget Revision Request

Budget Category	Current Approved Budget	Budget Revision	Revised Budget Request
Personnel	\$384,974.40		\$384,974.40
Fringe Benefits	\$215,313.00		\$215,313.00
Contracts Attorneys	\$291,600.00		\$291,600.00
Contracts Experts and Investigators	\$25,000		\$25,000
Contracts Construction	2,865	\$1,000	\$3,865.00
Contracts Other	\$27,813.72	(\$3,080.00)	\$23,733.72
Equipment	\$1,900.00	\$700.00	\$2,600.00
Training/Travel	\$16,449.20		\$16,449.20
Supplies/Services	\$32,675.00	\$1,380.00	\$34,055.00
Total	998590.32	0	\$998,590.32

Source of Funds	Revised Budget Request
State Grant	
Local Share	
Total	

Robert A. Champion
Project Director Name

Signature

2/5/2021
Date

Chief Public Defender
Project Director Title

Rchampion@WexfordCounty.org, 231-444-0480
Email/Phone contact

MIDC Approval

Date

WEXFORD MISSAUKEE PUBLIC DEFENDER COST ANALYSIS FOR NEW LEASE

02/05/2021 by Robert Champion

OVERVIEW

1. Background and request.

i The Wexford Missaukee Public Defender's office was established on 10/1/2018 with 4 full time employees to provide indigent defense for Missaukee and Wexford counties. Due to the increase of cases and personnel needed to meet the legal standards adopted by the State of Michigan, the full-time staff was increased to 6 in 2019 and 2020.

The office is located at 1538 Plett Road just outside the city limits of Cadillac. The building was originally a small single story residential house that was converted to a small mortgage office. The Plett Road building was **not** acquired as a long-term solution.

Currently, the office is not handicap accessible; there is only a single egress for the office, which is located at the front of the building. The office has a single residential style bath which is also used for file storage. The office space is small, cramped and offers little privacy. The 2019-2020 budget proposal stated, "the current location is less than ideal and does not have sufficient space for an additional attorney". This budget was approved for a space of 3000 square feet at yearly cost of \$9.00 a sq ft. (\$27,000) plus an additional \$9000.00 for renovations/moving expenses. The staff was unable to locate a larger office space, so the office remained in the Plett Road building. Now, the lease for the Plett Road office has expired.

We have an opportunity to lease 419 Lake Street, Cadillac MI, located 2 blocks off N. Mitchell Street and next to the Lake street county building. This 3100 sq. ft. building was completely renovated in 2006. The building has the necessary configuration which includes private offices, a reception area, a conference room and a file storage area. This configuration will meet our current and future needs without the necessity for renovations.

2. Lease cost comparison

- i** The new monthly lease would be \$2100 which includes the cost of electric, natural gas, taxes and water/sewage. Yearly cost is \$8.13 per square foot.

There is no lawn to maintain and parking is a public lot.

Current expired lease is \$1500 which includes the cost of heat, taxes, water/sewage. It does not include cost of electric which currently runs an additional \$110 a month. This yearly lease cost is \$15.00 a square foot.

The terms of the proposed lease are attached. It should be noted the cost of the proposed lease is less than what was approved for the 2019-2020 budget.

3. Estimated relocation cost.

- i** Phones- \$700.00 including the purchase of two additional phones.

Internet- \$99.00 relocation fee plus (\$240) a \$40.00 month upgrade for internet to stabilize zoom connections for court appearance and jail visits.

Signage construction-\$1000.00 based on prior invoice from 2019.

Moving expense- \$200.00 for truck rental and related supplies.

General Office supplies including business cards/letter head- \$980.00.

4. Budget Adjustment

- i** Due to the current state of COVID-19 restrictions, it is proposed that the intern position be removed from the 2020-2021 budget year, which will result in a cost saving of \$7,680.00. This cost saving would fully cover the cost of the proposed move and additional rent monies.

**OFFICE OF THE SHERIFF • WEXFORD COUNTY**

Trent J Taylor
Sheriff

Richard R. Doebling
Undersheriff

February 4, 2021

Administrator Koch,

Wexford County Administrator's Office

437 E. Division St

Cadillac, MI 49601

RE: **Purchase Order**

Attached is a quote from IT Right for Software and Hardware that will improve our much needed data storage. The Sheriff's Office has several tech systems that require large data storage due to retention rules.

The Sheriff's Office currently operates with a video recorded interview room, Body Camera video, In Car Video, Jail Security Video all require both large storage capacity along with retention requirements.

We have added storage as needed which is costly each time. We have the attached quote which is believed to provide us with up to 10 years of Data Storage. This should meet all retention and storage issues plaguing the sheriff's office.

Please review the attached quote, which can be funded out of the following line items,

101-301-931.00	\$2543.32
----------------	-----------

101-351.931.00	\$2543.31
----------------	-----------

Total	\$5086.63
--------------	------------------

Thank you


Lt. Richard Denison

I.T. RIGHT

**Information Technology Solutions that
Work for Local Government**

5815 East Clark Rd Suite G
Box 160
48808 Bath
United States

Q U O T E

Number ITRQ18640

Date Dec 9, 2020

Sold To	Ship To	From The Desk Of
Wexford County Sheriff-MI Mike McDaniel 1015 Lincoln St. 49601 Cadillac United States	Wexford County Sheriff-MI Mike McDaniel 1015 Lincoln St. 49601 Cadillac United States	mallen 855-487-4448 mallen@itright.com

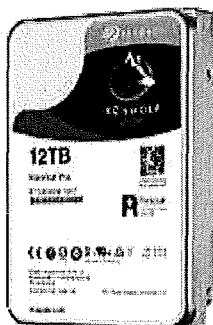
Phone 231-779-9216
Fax (231) 779-0218

Phone 231-779-9216
Fax (231) 779-0218

Here is the quote you requested.

Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
1	1	Synology DiskStation SAN/NAS Storage System - (8 Bay) - Rackmount	\$1,455.91	\$1,455.91
2	8	Seagate IronWolf Pro 12 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - 7200rpm - 5 Year Warranty	\$453.84	\$3,630.72



*The Power of Agility for Creative Pro and SME
NAS Enclosures IronWolf™ Pro is designed for
everything business NAS. Get used to tough,
ready, and scalable 24x7 performance that can
handle multi- drive environments across a wide
range of capacities.*

Key Advantages

*Optimised for NAS with AgileArray™. AgileArray
enables dual-plane balancing and RAID
optimisation in multi-bay environments, with
the most advanced power management
possible. Actively protect your NAS with
IronWolf Health Management focusing on
prevention, intervention, and recovery. High
performance means no lag time or downtime
for users during workload traffic for the NAS.
Seagate leads the competition with the
highest-performing NAS drive
portfolio. Seagate® Rescue Data Recovery.
IronWolf Pro comes with extra peace of mind
for any mechanical, accidental, or natural
disaster. With a 90% success rate of in-house
recovery, Seagate has your back with a 2-year*

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Line	Qty	Description	Unit Price	Ext. Price
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included Rescue Data Recovery plan. Rotational Vibration (RV) sensors. First in its class of drives to include RV sensors to maintain high performance in multi-drive NAS enclosures. Range of capacities up to 14 TB. More capacity options means more choices that will fit within the budget. Seagate provides a scalable solution for any NAS use-case scenario. Do more in multi-user environments. IronWolf provides a workload rate of 300 TB/year. Multiple users can confidently upload and download data to the NAS server, knowing IronWolf can handle the workload, whether you are a creative professional or a small business. Designed for always on, always accessible 24x7 performance. Access data on your NAS any time, remotely or on site. 1.2 M hours MTBF, 5-year limited warranty represents an improved total cost of ownership (TCO) over desktop drives with reduced maintenance costs.

- 3 Scope: NAS will house SecuraMax video storage. Application and database will stay on JAILDATA. Move existing storage over to new NAS.
 ** This is pending final approval from Pro-Vision

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Please contact me if I can be of further assistance.

SubTotal	\$5,086.63
Tax	\$0.00
Shipping	\$0.00
Total	\$5,086.63

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: February 17, 2021
SUBJECT: AT&T Completelink and Centrex Agreements

SUMMARY OF ITEM TO BE PRESENTED:

AT&T has several phone lines (copper lines) that currently cannot be transferred to another telecommunication carrier creating the need for two updated agreements with AT&T. The agreements can be terminated with minimal penalty if a carrier is found that is more beneficial to the County.

RECOMMENDATION:

The Finance Committee recommends the full board approve the two AT&T agreements.



COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
Wexford County Street Address: 437 E Division St City: Cadillac State/Province: MI Zip Code: 49601 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Janet Koch Title: County Administrator Street Address: 437 E Division St City: Cadillac State/Province: MI Zip Code: 49601 Country: USA Telephone: 231-779-9453 Fax: Email: jkoch@wexfordcounty.org	Name: Daniel Smyth Street Address: 4902 W Sligh Ave City: Tampa State/Province: FL Zip Code: 33634 Country: USA Telephone: 8554330400 Fax: Email: ds990y@att.com Sales/Branch Manager: Dawn Rodgers SCVP Name: Ed Vazquez Sales Strata: LED Sales Region: MW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only

Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTNs.	

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	http://cpr.att.com/guidebook/ca/index.html
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/wg/index.html

2. TERM and EFFECTIVE DATES

Term:	2 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 1,200 / \$ 240
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount (applies to Eligible services and may not exceed the Maximum Annual Discount)			
1 Year Term	1 Year Term	2 Year Term	2 Year Term
2% – MARC \$1,200	6% – MARC \$50,000	3% – MARC \$1,200	7% – MARC \$50,000
2% – MARC \$3,000	7% – MARC \$75,000	3% – MARC \$3,000	8% – MARC \$75,000
3% – MARC \$7,000	8% – MARC \$100,000	4% – MARC \$7,000	9% – MARC \$100,000
4% – MARC \$12,000	8% – MARC \$125,000	5% – MARC \$12,000	9% – MARC \$125,000
4% – MARC \$18,000	9% – MARC \$150,000	5% – MARC \$18,000	10% – MARC \$150,000
5% – MARC \$25,000	10% – MARC \$200,000	6% – MARC \$25,000	11% – MARC \$200,000
5% – MARC \$35,000		6% – MARC \$35,000	

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Business Access Line Rates:

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$44.00
KS - EAS	\$51.00
CA, IL, MI, OH, WI	\$33.00

PBX Analog Trunk Discounts:

State	1 Year	2 Year
AR, KS, MO, OK, TX	10%	10%

Optional Features:Optional Features Discount (applies to Central Office Optional Features as described in the applicable Service Publication)	Discount
	40%

Local Usage Rates/Discounts:

State	Per Minute Rate	
	1 Year	2 Year
CA - Zone 1	\$0.019	\$0.019
CA - Zone 2	\$0.019	\$0.019
CA - Zone 3	\$0.024	\$0.024
IL - Band A	\$0.016	\$0.016
IL - Band B	\$0.034	\$0.034
IL - Band C	\$0.055	\$0.051

State	Per Message Rate	
	1 Year	2 Year
MI	\$0.090	\$0.090
OH	\$0.070	\$0.070
WI	\$0.110	\$0.110

Local Usage Service Level Discount: For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

State	Discount
MI	35%
OH	15%
WI	30%

Rates – IntraLATA/Local Toll Per Minutes of Use (MOU) - Intrastate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.055	\$0.054
AR, KS, MO, OK, TX	\$0.100	\$0.100
CA	\$0.060	\$0.060

Rates – IntraLATA Long Distance Usage Per Minutes of Use (MOU) - Interstate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.120	\$0.115

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

5. SHORTFALL CHARGE

Shortfall Charge:	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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6. EARLY TERMINATION CHARGE

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><u>With No IL BTNs</u></p> <ul style="list-style-type: none"> 50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term <p><u>With IL BTNs</u></p> <ul style="list-style-type: none"> MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> For IL BTNs, IL MARC Termination Charge; plus For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term
IL	<ul style="list-style-type: none"> the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)

7. BILLING TELEPHONE NUMBER (BTN) LIST

Eligibility: (max. of 1,000 BTNs)	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> must be valid business lines; may not be Consolidated or Special Bill Numbers; may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers are all of the BTNs intended by Customer to be included on Effective Date <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&T Sales Contact.</p>
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BTN List follows



**UNIVERSAL EXTENSION – 5 STATES
AMENDMENT TO SERVICE AGREEMENT
FOR AT&T ILEC CENTREX SERVICE
PROVIDED PURSUANT TO STANDARD TERMS**

CNUM# / ECATS# / AT&T Contract ID# of pre-existing Contract (**must be included**): 20171214-8891-1
Case Number# / SPP# (if applicable):
Billing Telephone Number(s) (BTNs) / Account Telephone Number(s) (ATNS) (**required**): 2317793148557

Customer ("Customer")	AT&T ("AT&T")
Wexford County	AT&T means the applicable Service Provider identified in the Agreement

This amendment ("Amendment") modifies the parties' pre-existing Confirmation of Service Order, Letter of Election, Pricing Schedule or other service agreement referenced above ("Service Agreement") and is effective on the date on which the last party signs this Amendment ("Effective Date"). This Amendment extends the term for the existing Service Agreement ("Service Agreement Term"), and minimum term or commitment for each of the Services ("Minimum Payment Period"), regardless of how such terms are referred to in the Service Agreement, but only for the services set forth in Section 1 of this Amendment ("Services"). If any other services are covered by the Service Agreement, such services shall not be affected by this Amendment.

This Amendment is available to existing customers with an unexpired Service Agreement Term or with a Service Agreement Term which expired less than 6 months prior to the Effective Date of this Amendment. Where the Service Agreement term is **unexpired**, this Amendment extends the existing Service Agreement Term and Minimum Payment Period. Where the Service Agreement Term is **expired**, this Amendment establishes a new Service Agreement Term and Minimum Payment Period. This Amendment is not available to Customers who seek E-rate funding for the Services provided under the Service Agreement, as modified by this Amendment.

Except as expressly set forth below, all other terms and conditions of the Service Agreement (including any associated master agreement or Business Services Agreement) apply.

1. SERVICE

States	Service Name
Illinois, Michigan, Ohio, Wisconsin	Centrex Service
Indiana	Advanced Centrex Service

2. EXTENSION PERIOD

Service Agreement Term and Minimum Payment Period Extension	Additional 12 months following the existing Service Agreement Term, or, if Service Agreement Term is expired, the Effective Date of this Amendment
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3. EARLY TERMINATION CHARGES

Early Termination Charges do not apply if migrating to qualifying AT&T Service, as set forth in the applicable Service Publication.

4. CUSTOMER'S EXISTING SERVICE COMPONENTS, QUANTITIES AND RATES

The existing Services covered by this Amendment shall be the Service Components and quantities that were covered by the Customer's Service Agreement and were still in service as of the Effective Date of this Amendment, and the rates for such Services as specified in the Customer's Service Agreement will apply during the Service Agreement Term.

Rates in the Customer's Service Agreement for the Services identified in this section will be deemed to be applicable to such Services during the period, if any, between the expiration of the applicable Minimum Payment Period and the earlier of (i) the Effective Date of this Amendment or (ii) the date Customer's rates for the Services were increased to month-to-month Service Publication rates. No credit will be granted with respect to any Service Publication rates charged to Customer between the expiration of the applicable Minimum Payment Period and the Effective Date of this Amendment.

**UNIVERSAL EXTENSION – 5 STATES
AMENDMENT TO SERVICE AGREEMENT
FOR AT&T ILEC CENTREX SERVICE
PROVIDED PURSUANT TO STANDARD TERMS**

New system common blocks are not permitted under the Service Agreement, as modified by this Amendment.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**Administrator's Report to the BOC****For the meeting of February 17, 2021****Completed Projects/Tasks**

FOIA Requests: The Administration Office received 9 new Freedom of Information requests between January 30 and February 12.

New Employees: Three new employees have started at the County since the February 3 Board of Commissioners meeting; a Corrections Officer, a Deputy Clerk in the Clerk's Office, and a Deputy Clerk in District Court.

Current Projects/Tasks

Merit Fiber Connection: After numerous years of discussions, plans, and delays for various reasons, we are poised to connect Merit fiber to the courthouse. IT Right will be working hard over the next few days to make the switch from Charter service to Merit. The courthouse servers, phones, copiers, etc. will be impacted by this change. When everything is finalized, the courthouse will have significantly faster upload and download speeds, which should improve video connections and increase productivity, all at a reduced cost to the taxpayers.

Part Time Custodian: The job was offered and accepted by a very qualified candidate. There are a few pre-employment hoops to be cleared, but we are crossing our fingers and toes that Adam will get help no later than February 22. Thank you for approving this cost in the 2021 budget!

Telecommunications Update: The implementation of the cost reductions recommended by Abilita are underway, but they do take time. In addition to Abilita, IT Right, Windemuller, and numerous county staff are working to ensure that, at the end of the day, the County has improved telecommunications at reduced costs.

Virtual Meeting Capacity – BOC Room: The new equipment has been installed. The first meeting to use the new technology was the Executive Committee meeting of February 9. We're still working out some audio issues, but we're considering both the Exec meeting and the February 11 Finance meeting virtual successes. Thanks to our courts for their patience, and thank you to Jami Bigger and Joe Porterfield for the hard work on this project.

Wex HVAC Project: The revised bid package was released on February 4. The bid opening is scheduled for Feb. 24 and consideration by the Board on March 3. If we get bids within the grant parameters, and if the contractor schedule allows, we are looking at a late spring or early summer installation.

Additional Notes/Meetings

Chamber Leadership Class Presentation: I created what I hope will be an informative but fun presentation for the Best Class Ever. I'll describe the many, many things the County does and will also go over what we don't do, e.g., we're not the road commission, we're not the health department, etc., but that we do partner with them and many, many other organizations.

Networks Northwest County Administrator Meeting: These meetings, held every other month, have been virtual for almost a year. During these meetings, administrators from nine counties (Kalkaska County does not have an administrator) give updates on what's going on in our counties, share information about best practices, and discuss issues common to us all.

Respectfully,
Janet Koch, County Administrator

WEXFORD COUNTY PROSECUTING ATTORNEY

COREY J. WIGGINS
Prosecuting Attorney
cwiggins@wexfordcounty.org

JOHANNA C. CAREY
Chief Assistant Prosecutor
jcarey@wexfordcounty.org

COURTHOUSE
437 EAST DIVISION STREET
CADILLAC, MICHIGAN 49601
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RICHARD OLSON, Clerk
rolson@wexfordcounty.org
HEATHER DIETZ, Clerk
hdietz@wexfordcounty.org

February 7, 2021

Wexford County Board of Commissioners
437 E. Division St.
Cadillac, MI 49601

Re: January, 2021 Report

Dear Commissioners,

One of the goals that I set for this office is to provide a monthly report to the Board of Commissioners advising of the ongoing in our office. To that end, I will start with an overview of the 2020 year.

Where to begin when discussing 2020? There were so many challenges, whether it be the shutdown, learning to conduct court hearings remotely, learning to use technology to our advantage, elections, or transitions—it seems as if in a period of 9-10 months we advanced an entire generation. Through it all, this office continued to function with no interruption, which says a lot for the dedication of our staff and the cooperation and support from the County.

For 2020 this office authorized 1264 adult misdemeanor charges. A misdemeanor is a criminal charge that is punishable by less than one-year of incarceration. Also charged were 505 felony charges. A felony is a criminal charge that is punishable by more than one-year incarceration. In addition to these files, we also handled juvenile delinquency and probation violations.

2020 also resulted in personnel changes within our office. Heather Dietz joined our office in late spring/early summer to coordinate the production of video and other discovery material. As you are aware, the increased use of bodycam across the department increased the number of videos that we are required to reproduce for ourselves and defense, not to mention the time involved. Additionally, Judge Elmore resigned his position as Prosecutor on November 13th so as to reduce the number of conflicts he would have upon taking the bench. That afternoon, Judge Fagerman swore me in to fulfill the remainder of Mr. Elmore's term. On November 16th, Johanna Carey joined the office fulfilling my former role as Chief Assistant Prosecutor.

Moving into the new year, in January, 2021 we received 132 police reports to review for charges. While not all charges were authorized, a total of 41 misdemeanor files and 21 felony files were authorized. The 41

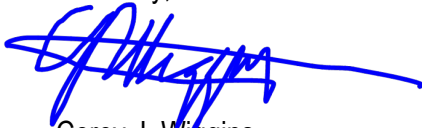
misdemeanor files contained a total of 58 criminal charges, and 35 charges were contained in the 21 felony files.

In addition to reviewing reports and authorizing charges, the attorneys made approximately 298 court appearances for the month.

As some of you may know, our Assistant Prosecutor, Kirsten Kelly, has left to take a job with the Wayne County Prosecutor's office. Her last day was January 29th. She notified me on November 25, 2020 that she was leaving our office. The following week we posted her job, and as of February 5, 2021 we received only three applications. Of the three applicants, there was only one we wished to interview. The job was offered to the one interviewee; however, he declined the offer for economic reasons. Until her position is filled, Johanna and myself will be covering all cases across the three different courts. I have also posted for the fourth prosecutor that was approved in the 2021 budget.

I believe an open line of communication is imperative to foster a good working relationship. To that end, please feel free to contact me anytime if you have any questions or issues that you would like to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Corey J. Wiggins', with a long horizontal flourish extending to the right.

Corey J. Wiggins
Wexford County Prosecuting Attorney