



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, October 16, 2024, 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
 - 1. MSUE FY 2024 Annual Report (*Eric Karbowski, District 6 Director, MSUE*)
- 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 October 2, 2024, Meeting Minutes 1
- J. AGENDA ITEMS
 - 1. FY 2025 Agreement for MSU Extension Services5
 - 2. FAM Letter of Credit Increase – Landfill (*Finance 10/10/24*)10
 - 3. AT&T Centrex Service Agreement Renewal (*Finance 10/10/24*).....11
- 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, October 2, 2024

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

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

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Add: J.6. Resolution Declaring Wexford County is Not a Sanctuary County for Illegal Immigration

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Potter to approve the agenda, as amended.

All in Favor.

Employee Recognition- *None*.

Presentation and Reports- *None*

Public Comment-*None*

Consent Agenda

1. Approval of the September 18, 2024 Regular Meeting Minutes
MOTION by Comm Adams, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Resolution 24-19 Recognizing Paul Paten for his Dedicated Service
MOTION by Comm Theobald, seconded by Comm Bush to approve Resolution No. 24-19 Extending Appreciation for Paul Paten’s Dedicated Service.

Commissioner Theobald read the complete resolution and presented Paul Paten with his framed resolution.

Roll Call: Motion passed 9-0.

2. ARPA Funds for Civic Center Locker Room
MOTION by Comm Adams, seconded by Comm Theobald to approve allocating \$34,600 of ARPA funds to Boon Sports Management to update locker rooms at the Wexford Civic Center and approve the Chairman to sign an attorney-approved sub-recipient agreement with Boons Sports Management.

Roll Call: Motion passed 9-0.

3. Resolution 24-18 Remaining ARPA Funds
MOTION by Comm Baughan, seconded by Comm Theobald to approve Resolution No. 24-18 Resolution to Utilize Remaining Federal Coronavirus Local Fiscal Recovery Fund.

Roll Call: Motion passed 9-0.

4. Grant Agreement Between MDOC and Community Corrections
MOTION by Comm Theobald, seconded by Comm Bush to approve the grant agreement between the Michigan State Department of Corrections Office of Community Corrections and Wexford County in the amount of \$128,543 for the period of October 1, 2024, through September 30, 2025, and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion passed unanimously.

5. On-Site Flu Clinic
MOTION by Comm Bush, seconded by Comm Theobald to approve the County pay the full \$35 for any employee whose cost is not covered by insurance for on-site flu vaccinations.

Roll Call: Motion passed 9-0.

6. Resolution Declaring Wexford County is Not a Sanctuary County for Illegal Immigration
MOTION by Comm Theobald, seconded by Comm Adams to approve Resolution 24-20 Declaring Wexford County is Not a Sanctuary County for Illegal Immigration.

Roll Call: Motion passed unanimously.

Administrator's Report-

Deputy Administrator Jami Bigger thanked Paul for his 28 years of service with the County. She reminded everyone his retirement party was Friday, October 4th.

Ms. Bigger informed the Board that insurance rates came back with an 11% increase for next year. She will be meeting with Weadock & Associates to discuss potentially switching to an HMO to bring down that cost.

Ms. Bigger has also geared up Union negotiations for POAM that begin next week. She is still awaiting a date for TPOAM. There has been discussions of extending COAM negotiations a year to line up with the deputies contract.

The historic courthouse is also in need of a new boiler. Adam has been working at getting a replacement.

Ms. Bigger will be attending a conference next week, leaving the Administration office closed Thursday and Friday. Joe will be available.

Correspondence-None

Public Comments-

Mike Mix, Colfax Township Supervisor, is starting out month 12. He really wants a vote on the address ordinance, but he's hopeful for the New Year. He attended a meeting regarding ERPOs. He felt it was the duty of local elected officials to uphold the constitution. He feels these violate the Bill of Rights. He also read a quote.

Don Koshmider, Cadillac, spoke to the Board about the World Economic Forum and Agenda 2030. They are making their move now. Hurricanes can be steered, strengthened, and created. There is a huge port strike right now, so he suggested buying toilet paper and gas. He also requested everyone watch InfoWars.

Trent Taylor, County Sheriff, thanked the Board for the immigration resolution. He has had numerous phone calls with ICE, who has no idea how Wexford County Jail was added to the list. They also will not do any digging to find out how they were placed on the list. He had an agent visit the jail, and they put something on social media about the visit. He asked how to be taken off the list, and he was advised he couldn't be taken off a list that didn't exist.

Liaison Reports-

Comm Theobald emailed out her notes from the DHHS meeting.

Comm Townsend attended a special Northern Lakes Community Mental Health meeting to pass the budget.

Comm Adams attended a 911 Emergency Services meeting. The fence is completed at Dispatch, and they are talking about bringing the servers back and getting new phones.

Board Comments-

Comm Theobald had a wonderful time at the MAC Conference. It was very informative. One of the things she took away was trying to find one thing to laugh about during the

day. The jobs the Board does are not always easy, so it is important to find something to laugh about. She also told everyone to be on the lookout for Treats and Treasures.

Comm Potter also thought the MAC Conference went well. The legislative update was short, and it is expected that a lot be done during the laying duck. He also mentioned that no other topic has drawn more concern and phone calls than the resolution passed regarding immigration. It showed that this Board does not support that with the 9-0 vote.

Comm Townsend echoed what Commissioner Potter said.

Comm Adams was very happy with the resolution, and thanked Trent for his work done on finding the information. She was disappointed more wasn't put on their website, but they did put that there is a good working relationship with our jail. She reiterated that no one knew where that information came from. She also feels for Jami, who is very busy at this time.

Comm Bush also attended the MAC Conference. He noted that it was nice to be asked "what's being done in Wexford County?" or "how are you handling this in Wexford?" Gary, Joe and Jami do a lot behind closed doors that people do not see, and it is being recognized in other counties.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

**MOTION by Comm Theobald seconded by Comm Baughan to adjourn at 4:19 p.m.
All in favor.**

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on _____ by and between Wexford County, Michigan (“County”), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY (“MSU”) on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE”).

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan’s 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. .5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel (“Personnel”).
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

.75 FTE MSU employed Clerical Support Staff

Optional:

3. Funding for additional Extension educators at .2 FTE
4. Funding for additional 4-H program capacity at .5 FTE
5. Funding for Consumer Horticulture/Master Gardner Coordinator
6. Funding for operating expenses (phone, internet, office relocation expenses)
7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Wexford County on August 2020. The millage collected will provide funds for the following:

- a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.

8. Total Annual Assessment in the amount of **\$181,074**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes .5 FTE 4-H Program Coordination) \$53,009

ADDITIONAL PERSONNEL – all positions listed in items B through F to be employed by MSU

B. .75 FTE Clerical Support Staff \$54,643

C. .2 FTE Educator (CFEI; Program Area: Economic Development) \$23,578

D. .5 FTE Additional 4-H Program Coordination \$36,429

E. Consumer Horticulture/Master Gardner Coordinator \$5,465

F. Operating Expenses (phone and internet, office relocation expenses) \$7,950

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2025: \$181,074

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2025, the first day of the County budget year 2025 and shall terminate on the last day of such County budget year 2025. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Wexford County Administrator, 437 E. Division Street, Cadillac, MI 49601, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County’s employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration
Its: Executive Director

Date: _____

WEXFORD COUNTY

By: _____

Print name: _____

Its: _____
(title)

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 16, 2024
SUBJECT: Letter of Credit for Financial Assurance Mechanism at the Landfill

SUMMARY OF ITEM TO BE PRESENTED:

The letter of credit at Fifth Third Bank for the Financial Assurance Mechanism auto renews annually unless changes need to be made to the terms and conditions of the letter. This year, the amount of the LOC has increased \$4,800. Because of the increase, the bank is requiring minutes from the Board approving this change.

RECOMMENDATION:

The Finance Committee recommends the full board approve the increase of \$4,800 to the letter of credit with Fifth Third Bank required by EGLE for the Financial Assurance Mechanism at the Wexford County Landfill and to continue at the cash secured amount, whether increased or decreased as required by EGLE, until further notice from the Wexford County Board of Commissioners.



**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**): 20210303-5362-2
 Case Number# / SPP# (if applicable):
 Billing Telephone Number(s) (BTNs) / Account Telephone Number(s) (ATNS) (**required**): 231 779-3148 557

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: