



# Wexford County

## BOARD OF COMMISSIONERS

*Gary Taylor, Chair*

### **NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, November 6, 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
  - 1. Certificate of Appreciation - Joe Porterfield, 15 years ..... 1
- G. PRESENTATIONS AND REPORTS
  - 1. County-wide Brownfield Authority - Informational Presentation (*Eric Kehoe, Senior Planner, Progressive Companies*)
- 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 16, 2024, Meeting Minutes .....2
  - 2. Reappointments to the Construction Board of Appeals (*HR/PS 10/22/24*) .....5
- J. AGENDA ITEMS
  - 1. Courthouse Security Deputy (*HR/PS 10/22/24*) .....6
  - 2. Public Defender Hourly Work Week (*HR/PS 10/22/24*) .....7
  - 3. COAM Unit LOU Extending Current Contract (*HR/PS 10/22/24*) .....8
  - 4. Resolution 24-21 Hazardous Mitigation Plan (*HR/PS 10/22/24*) .....10
  - 5. FY 2024 Snowmobile Law Enforcement Program Grant Agreement (*Finance 10/23/24*) .....12
  - 6. Two Seven Oh Inc. Grant Agreement (*Finance 10/23/24*) .....14
  - 7. Firewall Upgrade Project – Karhu Cyber (*Finance 10/23/24*) .....21
  - 8. Purchase of Courthouse Steam Boiler Replacement (*Finance 10/23/24*) .....23
  - 9. Canteen Services Renewal Agreement (*Finance 10/23/24*) .....28
  - 10. Budget Amendment (*Finance 10/23/24*) .....30
  - 11. Lease Agreement – Wexford Joint Planning Commission .....31
  - 12. Resolution 24-22 To Ratify the TA for the TPOAM Courthouse Unit .....37
- K. ADMINISTRATOR’S REPORT

L. CORRESPONDENCE  
    1. 2025 Holiday Memo.....46

M. PUBLIC COMMENT  
    *Open for any public comments.*

N. LIAISON REPORT

O. BOARD COMMENTS

P. CHAIR COMMENTS

Q. ADJOURN

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources/Public Safety Committee  
**FOR MEETING DATE:** November 6, 2024  
**SUBJECT:** Employee Recognition

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County Policy B.13-0, at 5, 10, 15, 20, 25, 30, and 35 years. The following employee should be recognized at the next Board of Commissioners meeting for his service as follows:

<b>EMPLOYEE NAME</b>	<b>DEPARTMENT</b>	<b>YEARS OF SERVICE</b>
<b>Joe Porterfield</b>	Equalization/Administration	15

Joe Porterfield began his employment with Wexford County on November 9, 2009, as the Equalization Director. On February 16, 2022, Joe was appointed as the interim Co-Administrator in addition to his position as Equalization Director. And, on January 4, 2023, Joe became dually employed when he took on the role of County Administrator.

RECOMMENDATION:

The Human Resources/Public Safety Committee recommends the full board present a Certificate of Appreciation to Mr. Porterfield at the Board of Commissioners' meeting.

**WEXFORD COUNTY BOARD OF COMMISSIONERS**  
Regular Meeting \* Wednesday, October 16, 2024

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

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

Absent- Commissioners Mike Musta and Julie Theobald

Pledge of Allegiance.

**Additions/Deletions to the Agenda-**

**Add: J.4. Council on Aging Fiscal Year 2025 Proposed Budget**

**Approval of the Agenda**

**MOTION by Comm Bush, seconded by Comm Adams to approve the agenda, as amended.**

**All in Favor.**

**Employee Recognition-** *None.*

**Presentation and Reports-**

**MSUE FY 2023 Annual Report-Eric Karbowski, District 6 Director, MSUE**

**Public Comment-**

Erin Brotherton from Council on Aging introduced herself and the new director, Georgie Bump t to the Board.

**Consent Agenda**

- 1. Approval of the October 16, 2024 Regular Meeting Minutes

**MOTION by Comm Adams, seconded by Comm Baughan to approve the Consent Agenda.**

**All in favor.**

**Agenda Items**

- 1. FY 2025 Agreement for MSU Extension Services

**MOTION by Comm Adams, seconded by Comm Bush to approve the Agreement for Extension Services between Wexford County and Michigan State University Extension for the period of January 1, 2025, through December 31, 2025 and authorize the Chairman to sign on behalf of the County.**

**Roll Call: Motion passed 7-0.**

2. FAM Letter of Credit Increase-Landfill

**MOTION by Comm Baughan, seconded by Comm Potter to approve the increase of \$4800 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.**

**Roll Call: Motion passed 7-0.**

3. AT&T Centrex Service Agreement Renewal

**MOTION by Comm Bush, seconded by Comm Adams to approve the one year Centrex Service Agreement between Wexford County and AT&T and authorize the Chairman to sign on behalf of the County.**

**Roll Call: Motion passed 7-0.**

4. Council on Aging Proposed FY 2025 Budget

**MOTION by Comm Adams, seconded by Comm Bush to approve the Council on Aging's proposed fiscal year 2025 budget.**

**Roll Call: Motion passed 7-0.**

**Administrator's Report-**

Administrator Porterfield updated the Board on the no heat situation in the historical part of the court house. He stated that the boiler needed to be replaced and because of the current Emergency Purchase Policy, the Board Chair and Finance Chair were able to approve the purchase of a new boiler and that should be installed by the end of next week.

Mr. Porterfield mentioned that he and Jami are working on finalizing the budget for 2025 and are currently meeting with Corrina, the County Treasurer and County Clerk once every two weeks through the end of the year in preparation of the audit.

Administrator Porterfield state that he and Comm Taylor had some upcoming meetings with Consumers Energy regarding the dams.

Administrator Porterfield mentioned that he was currently working on finalizing the current leases at the Lake Street building with MSUE and The Joint Planning Commission.

Mr. Porterfield stated that the car port at the jail was ready to start construction, and the body scanner had been installed and they were just waiting for the training.

Mr. Porterfield mentioned that they had union negotiations for the Corrections Officers Union last week and they are hoping to bring a contract soon for the Board's final approval. He also stated that they reached out to COAM to extend their contract for one year which would put them in the same contract year as the POAM.

Administrator Porterfield touched on the current job openings at the County.

**Correspondence-None**

**Public Comments-**

Don Koshmider, Cadillac, spoke to the Board about the World Economic Forum and Agenda 2030. We are currently under attack. Hurricanes can be steered, strengthened, and created. He mentioned the Chem Trails in the sky today and that they are not normal vapor trails, but poisonous gases.

**Liaison Reports-**

Comm Bush attended the CAMA meeting at Michigan Works.

Comm Baughan attended the Wexford County School Safety meeting last week.

Comm Townsend attended the Discovery Day at The Alliance for Economic Success.

Comm Adams attended The Lake Mitchell Improvement Board meeting on Monday.

**Board Comments-**

Comm Potter asked Administrator Porterfield if the situation with the boiler was something that was expected or unexpected.

Comm Adams thanked Joe and Jami for all that they do. She also thanked Eric from MSUE for his presentation.

**Chairman's Comments-**

Chair Taylor thanked everyone for attending.

**Adjourn**

**MOTION by Comm Potter seconded by Comm Townsend to adjourn at 4:24 p.m.  
All in favor.**

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Gary Taylor, Chairperson

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Karen Maury, Chief Deputy Clerk

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources / Public Safety Committee  
**FOR MEETING DATE:** November 6, 2024  
**SUBJECT:** Reappointment to the Construction Board of Appeals

SUMMARY OF ITEM TO BE PRESENTED:

Mr. Mark Richardson (Plumbing Contractor) and Mr. Randy Williams' (Building Contractor) terms on the Construction Board of Appeals are set to expire on October 31, 2024. Both incumbents have been contacted and expressed interest in reappointment. No other applications have been received.

RECOMMENDATION:

The Human Resources/Public Safety Committee recommends the full board reappoint both Mark Richardson and Randy Williams to the Construction Board of Appeals with a term expiring October 31, 2027.



J.1.

# OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor  
Sheriff

Richard R. Doehring  
Undersheriff

October 17, 2024

Wexford County Administration  
437 E Division St  
Cadillac, MI 49601

Re: Additional Roster Position

Dear Mr. Porterfield,

The Wexford County Sheriff's Office is requesting an additional roster position. This position would be for a MCOLES certified Court Security Officer for the Wexford County Courthouse. This position would be a non-union position within the Sheriff's Office with a starting wage rate of \$29.06. This rate is based on the other non-union certified Officer that currently serves as the School Resource Office for the Career Technical Center.

Should you have any questions, please feel free to contact me.

Sincerely,

Trent Taylor  
Sheriff

TJT/jah



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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources / Public Safety Committee  
**FOR MEETING DATE:** November 6, 2024  
**SUBJECT:** Reappointment to the Construction Board of Appeals

SUMMARY OF ITEM TO BE PRESENTED:

Mr. Champion is requesting the Public Defenders’ work week be changed from 37.5 hours to 40 hours. This change would allow more time for MIDC reporting requirements such as docket time, training, etc. The difference is 130 hours annually. The total annual increase for this change would be about \$25,000, which would be covered under the MIDC grant.

RECOMMENDATION:

The Human Resources/Public Safety Committee recommends the full board approve Mr. Champion’s request to change the work week for the Public Defender Attorneys in his office to 40 hours per week.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**AND THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

**WHEREAS**, the WEXFORD COUNTY AND THE WEXFORD COUNTY SHERIFF (the “Employers”) and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (the “Union”) are parties to a collective bargaining agreement with a term expiring December 31, 2024 (the “Agreement”); and

**WHEREAS**, the representatives of the Employers and the Union discussed and agreed to one year extension of the Agreement with –except as set forth below -- all provisions of the Agreement remaining status quo; and

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows:

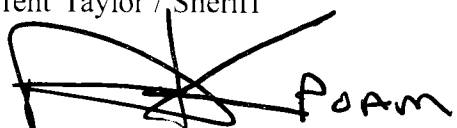
- 1. The parties agree to a one-year extension of the Agreement with an amended Agreement expiration date of December 31, 2025.
- 2. This is a status quo Agreement extension and all provisions of the Agreement remaining in full effect except modified below:

A. **ARTICLE 12.5: Longevity Benefit.** Longevity benefits shall be determined on October 1st of each year. All full-time employees who are employed on the October 1st determination date and have completed a minimum of ten (10) years full time employment with the Employer shall based on the following schedule. The longevity bonus payment bonus shall be as follows:

Continuous Employment	Annual Gross Bonus
10 or more, but less than 15 years	\$600

15 or more, but less than 20 years	\$900
20 or more years	\$1200

3. All other terms of the collective bargaining agreement between the Employer and the Union shall govern the terms and conditions of employment for the employees. It is expressly understood that this agreement shall be without precedent or prejudice for any future circumstances.

\_\_\_\_\_  
Trent Taylor / Sheriff  
  
\_\_\_\_\_  
Dan Kuhn, Business Agent/COAM Unit

Date October \_\_\_\_, 2024

Date October 21 2024

\_\_\_\_\_  
Gary Taylor, Chairperson Board Of Commissioners

Date October \_\_\_\_ 2024

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 sixth day of November 2024, at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 24 - 21  
A RESOLUTION OF THE WEXFORD COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE ADOPTION OF THE 2023 WEXFORD COUNTY, MICHIGAN  
NATURAL HAZARD MITIGATION PLAN - 5 YEAR PDATE**

**Whereas**, all jurisdictions within Wexford County have exposure to natural, technological and human-induced hazards that may damage or destroy life, property, the environment, or local economy; and

**Whereas**, proactive mitigation of known hazards before a disaster event can reduce or eliminate damages and impacts to life, property, the environment or local economy; and

**Whereas**, The Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs;

**Whereas**, the 2023 Wexford County Natural Hazard Mitigation Plan has been developed in accordance with the DMA of 2000 to reflect the concerns of the citizens and stakeholders of Wexford County;

**Now, therefore, be it resolved that:**

1. The 2023 Wexford County Hazard Mitigation Plan 5 Year Update is hereby adopted as an official plan of Wexford County.
2. The Wexford County Local Emergency Planning Committee/Local Planning Team will serve as the Natural Hazards Task Force. The duties shall be as outlined in the 2023 Wexford County Natural Hazard Mitigation Plan 5 Year Update.
3. The Wexford County Emergency Management Coordinator is charged with supervising the implementation of the Plan’s recommendations within the funding limitations as provided by the County or other funding sources.
4. The Wexford County Emergency Management Coordinator shall convene the Natural Hazards Task Force annually. The Coordinator’s responsibilities will include monitoring the implementation of the plan and shall submit a written progress report to the Task

Force in accordance with the following format:

- a. A review of the original plan.
- b. A review of any disasters or emergencies that occurred during the previous calendar year.
- c. A review of the actions taken, including what was accomplished during the previous year.
- d. A discussion of any implementation problems.
- e. Recommendations for new projects or revised action items. Such recommendations shall be subject to approval by the Wexford County Board of Commissioners.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

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

\_\_\_\_\_  
 Alaina Nyman, County Clerk

STATE OF MICHIGAN    )  
                                   ) ss  
 COUNTY OF WEXFORD    )

I hereby certify that the forgoing is a true and complete copy of the Resolution 24 - 21 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on November 6, 2024, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
 Alaina Nyman, County Clerk



Michigan Department of Natural Resources  
Law Enforcement Division / Parks and Recreation Division

**FY 2025 SNOWMOBILE LAW ENFORCEMENT PROGRAM  
GRANT AGREEMENT**

*Issued by authority of part 821 Snowmobiles, 1994 PA 451, as amended.*

This Agreement is between the Department of Natural Resources for and on behalf of the State of Michigan (DEPARTMENT) and Wexford County  
Federal Tax Identification Number 38-6007337 (GRANTEE).

1. The Agreement period is **October 1, 2024** through **April 30, 2025**.
2. The GRANTEE has been approved by the DEPARTMENT to receive Snowmobile Law Enforcement funding for the following scope of work:
  - a. Snowmobile law enforcement and related activities with emphasis on the state-designated snowmobile trail system and other public land. This funding is not meant to support enforcement of local ordinances.
  - b. Snowmobile law enforcement program operating expenses.
  - c. Contractual services, supplies and materials (CSS&M), including purchase of personal gear, such as boots, gloves, goggles, uniforms, and first aid kits; purchase of parts for equipment used in the program and cost of labor for installation or repair work; purchase of electronics and associated items costing \$1,000 or less each.
  - d. Purchase of the following equipment for snowmobile law enforcement purposes:  
None
3. The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of snowmobile law enforcement and related activities, operating expenses and CSS&M, but not to exceed  
Four Thousand Dollars **\$4000**
  - b. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of equipment purchased for snowmobile law enforcement purposes and authorized under item 2.d. in this Agreement, but not to exceed  
None Dollars **\$0**
4. This Agreement shall be administered on behalf of the DEPARTMENT through Parks and Recreation Division (PRD).
  - a. All reports, documents, or actions required of the GRANTEE are to be submitted to PRD, Department of Natural Resources, PO Box 30257, Lansing, MI 48909-7757.
  - b. The GRANTEE'S contact for this grant is:
 

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SNOWMOBILE LAW ENFORCEMENT  
GRANT AGREEMENT

5. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
6. To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (form PR1988-2) along with required documentation of expenditures and an activity report to the DEPARTMENT by **May 31, 2025**.
7. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a) the GRANTEE has signed it and returned it, and
  - b) the DEPARTMENT has signed it.

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*The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.*

**GRANTEE**

Name (Print) \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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**DEPARTMENT OF NATURAL RESOURCES**

Name (Print) \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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Send this completed, signed agreement to:

**kennedyr@michigan.gov**  
**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**  
**PARKS AND RECREATION DIVISION**  
**PO BOX 30257**  
**LANSING MI 48909-7757**

# Two Seven Oh Inc.

## Reimbursement Grant Agreement

October 1, 2024

<b>GRANTEE:</b>	Wexford County Animal Shelter
<b>GRANT AMOUNT:</b>	\$10,000.00
<b>GRANT PERIOD:</b>	September 30, 2024 - April 1, 2025
<b>FINAL REPORT DUE:</b>	May 1, 2025
<b>GRANT DESCRIPTION:</b>	To spay and neuter animals prior to adoption. Costs will be covered up to \$355.00 per female canine and \$323.00 per male canine. Costs will also be covered up to \$215.00 per female feline and up to \$72.00 per male feline. Services will be provided by Meyer Veterinary Clinic.
<b>GRANT ADMINISTRATOR:</b>	Madison Cregar

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

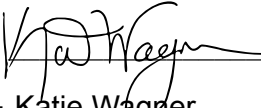


7	The Grantee agrees to immediately notify The Foundation if any of the following occurs in the Grant Period: - any changes in key personnel - any changes in address or phone number - any development that significantly affects the operation of the Grant Description - any additional funding for the Grant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

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

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

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

Signature of Director of Grants:  \_\_\_\_\_  
 Printed Name of Director of Grants: Katie Wagner \_\_\_\_\_  
 Date: October 1, 2024 \_\_\_\_\_

**This signed agreement must be postmarked, faxed or emailed by: October 29, 2024**

*\*Please note that if each section is not initialed and the agreement is not signed by a **Member of the Board (or Board of Commissioners)** the agreement will not be valid. If you have any questions please contact the Grant Administrator listed on your agreement.*

**Spay Neuter Grant Summary**

<b>Grantee:</b>		Wexford County Animal Control			<b>Grant Amount:</b>	\$10,000.00	<b>Grant Period:</b>	9/30/24 - 4/1/25		
<b>Grant Description:</b>		To spay and neuter animals prior to adoption. Costs will be covered up to \$355.00 per female canine and \$323.00 per male canine. Costs will also be covered up to \$215.00 per female feline and up to \$72.00 per male feline. Services will be provided by Mever Veterinary Clinic.								
Ref #	Name of Pet or Animal ID Number	Canine/Feline	Breed/ Color	M/F	Age	Weight	Date of Surgery	Clinic/Hospital	Surgery Performed By	Total Cost
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## Wexford County

### 1. Overview:

Karhu Cyber is pleased to offer assistance for Wexford County’s firewall upgrade project. This project is crucial as the existing Cisco ASAs are approaching End-of-Life (EOL), and the associated Barracuda licenses have expired and require repurchase. Given the critical role these firewalls play in securing the County’s network, particularly in maintaining compliance with LEIN and CJIS requirements, it is essential to implement a solution that ensures both performance and security. This Scope of Work (SOW) is based on a mutually agreed understanding between the parties involved. We are committed to providing a solution tailored to Wexford County’s needs and requirements.

### 2. SOW and Services:

#### 2.1 Network Security Engineering

**Objective:** Design, configure, and install two Fortinet firewalls to replace the existing end-of-life Cisco firewalls and corresponding Barracuda licenses factoring compliance with LEIN and CJIS cybersecurity requirements.

**Activities and Potential Activities may include but are not limited to:**

- Design and architect the new firewall environment
- Configure firewalls for CJIS/LEIN compliance
  - FIPS 140-2 encryption standards
  - Secure user authentication, including MFA
  - Logging, monitoring, and audit trail features
- Define firewall rules and access
- Decommission end-of-life firewalls
- Schedule and install (2) firewalls
- Test and validate
- Configure VPN tunnels
- Update configuration documentation

#### 2.2 Firewall and License Procurement(s)

- FortiGate 90G Hardware with FortiCare Premium and FortiGuard Enterprise
  - Fortinet Cloud Management License
- FortiGate 60F Hardware with FortiCare Premium and FortiGuard Enterprise
  - Fortinet Cloud Management License

### 3. Cost:

Service	Unit	Qty	Rate	Total
2.1 Network Security Engineering	HR	40	\$125	\$5,000
2.2 Firewall and License Procurement (1 yr license option)	LS	1	-	\$4,979
2.2 Firewall and License Procurement (3 yr license option)	LS	1	-	\$8,932

### 4. Clarifications and Exclusions:

- 1) This proposal expires 10/31/24 (hardware and software licenses fluctuate regularly).
- 2) 1-year OR 3-year options are presented. Only one option shall be selected.
- 3) This Firewall project focuses on upgrading the Wexford County Courthouse and Sheriffs office first.
  - a) The current out of date setup also leverages Barracuda software (which will no longer be needed) since the new setup offers Web Security.

- 4) Without this project, it is estimated that the Barracuda software will cost approximately \$2,000 per annual license (\$4,000 total). Wexford County would then need to upgrade the EOL firewalls themselves early next year. Broken down below for visual clarification:

1 -Year Option	3-Year Option	Stay with Current Cisco 1-Year Plan
<b>\$9,979</b>	<b>\$13,932</b>	Est. \$4,000 (Barracuda) + \$10,000 Firewall upgrade = <b>\$14,000</b>

*Additional Information:*

This estimate may not include additional costs that may arise during the Project. Such additional costs could include but are not limited to software, hardware, material, unforeseen labor delays or extended time, or other specific requirements unique to the Project. Any changes or deviations from scope will be communicated to Wexford County Administrator.

**5. Conclusion:**

All terms and conditions remain in place from Managed Security Agreement executed August 7, 2024 unless explicitly identified.

Please reach out for any further information, clarifications, or to discuss the details of this Project.

Wexford County:  
Joe Porterfield, Administrator:

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

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

Karhu Cyber:  
Quinn Impola, Business Manager:

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

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



# COUNTY OF WEXFORD

Administration  
437 E. Division St.  
Cadillac, MI 49601  
(231) 779 - 9453

**PURCHASE  
ORDER  
24-3219**

*PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS, & PACKAGES*

<b>Sold By:</b> D & W Mechanical 1266 Industry Dr. Suite A Traverse City, MI 49686 231-941-1215	<b>Requested By:</b> Wexford County Maintenance Department Adam Kerr, Maintenance Director 437 E. Division St. Cadillac, MI 49601 231-779-9469
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<b>Date Purchase Order Requested:</b> 10/9/24	<b>Account Line Item #:</b> 101-265-800.00	<b>Quote/Invoice Number:</b>
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QTY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
1	Commerical Steam Boiler Replacement at Wexford County Courthouse - 437 E. Division St., Cadillac, MI	\$79,928.00	\$79,928.00
<b>Grand Total:</b>			\$79,928.00

**CONDITIONS: GOODS ARE SUBJECT TO INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND FULLY. IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFICATION MUST BE PROMPT.**

**AUTHORIZING PURCHASING AGENT:** *Clifford Porterfield*  
**Clifford Porterfield, County Administrator**





**COMMERCIAL | RESIDENTIAL | PLUMBING | HVAC | SERVICE**

October 9, 2024

Wexford County  
107 May St.  
Cadillac, MI 49601

**Re: Commercial Steam boiler replacement located at 437 E. Division St. Cadillac, MI 49601.**

D&W Mechanical is pleased to submit the following proposal for the above-mentioned project.

**Scope of Work:**

- Demo existing steam boiler, disassembly will take place on site, disposal included.
- Provide / install new Weil McLain LGB 17 Commercial Gas boiler, new boiler will be assembled on site.
- Re-use existing piping and venting, right hand return will be cut out with new cast section welded into place, this will eliminate the current leak.
- Install new steam specialties (valves, steam trap, strainers, lwco, hi-limit etc.)
- Re-install venting from boiler to existing stack and seal.
- Install factory CSD-1 kit.
- Perform factory start up and testing through full sequence of operation.
- Test for leaks, perform CSD-1 testing and paperwork.
- Re-insulate piping, as necessary.
- Boiler permit included.

**Total for above scope... \$79,928.00**

**Clarifications:**

- Supplier has all pieces needed to assemble boiler on site.
- Not responsible for condition of existing mechanical infrastructure
- Any other work needed/desired not included in above scope to be done on a T&M basis

Thank you for this opportunity, please let me know if you have any questions.

Respectfully,  
D&W Mechanical

Shawn Wolf / Project Manager [swolf@dwmechanical.com](mailto:swolf@dwmechanical.com)





## D&W MECHANICAL PROPOSAL TERMS AND CONDITIONS

**1. PAYMENT TERMS:** Clients agree to pay invoices within ten (10) days of invoice date. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work without notice and/or terminate this Agreement. If this happens, Clients shall pay Contractor in full for all work performed up to the date of cessation of work and/or termination of this Agreement, and Contractor shall be further entitled to any all other remedies available at law or in equity. Clients shall reimburse Contractor for all actual costs and attorneys' fees incurred in enforcing any term of this Agreement.

**2. CHANGES:** No changes in the scope of work related to the services described in proposal above shall be made except on the written agreement of Clients and Contractor. Changes shall be stated in a written change order signed by Clients and Contractor. The change order shall specify a detailed description of the change and the cost or credit of the change. The total price stated on the initial page of this Proposal shall be adjusted to reflect any such changes. Notwithstanding the foregoing, Clients shall pay any extra cost for changes that are required by a public entity or an inspector upon written notification by the Contractor, without any requirement on the part of Contractor to obtain a signed written change order from Clients.

**3. COMPLIANCE WITH LAWS:** All services shall be provided in a good and workmanlike manner and shall be in accordance with all laws, rules and regulations of the State of Michigan.

**4. INSURANCE:** Clients shall be responsible for maintaining appropriate insurance coverage at the premises in sufficient policy limits. Contractor shall carry public liability insurance and worker compensation insurance as required by law and both parties shall deliver evidence of said insurance to the other upon request.

**5. UNAVOIDABLE CONSEQUENCES:** Contractor shall not be liable for any delay or failure to perform any part of this Agreement outside of Contractor's control, including but not limited to, any damage to the Premises or improvements constructed on the Premises; or any damage, loss, cost, or expense that results from such occurrences when the delay, failure, damage, loss, cost, or expense is the proximate result of a fire; a flood; an act of God; a revolution; a riot; a civil disorder; vandalism; an act of enemies; a labor dispute, including a dispute among or between unions; any act of any sovereign nation or political subdivision, including all agencies, bureaus, departments, and representatives; or acts or omissions of Clients or any other cause not within the control of Contractor.

**6. WARRANTY:** To the extent any goods or equipment are provided by Contractor, Contractor shall pass on to Clients any warranties given by the manufacturers of such goods or equipment. Contractor makes no warranties of any type or kind whatsoever, express or implied, regarding goods or services provided under this Agreement, including without limitation any implied warranty of merchantability and/or any warranty of fitness for a particular purpose.

**7. STATUTORY NOTICE:** A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the Occupational Code, 1980 PA 299, MCL 339.2401-.2412. A mechanical contractor is required to be licensed under article 8 of the Skilled Trades Regulation Act, MCL 339.5801-.5819. An HVAC contractor is required to be licensed under MCL 339.5801 of the Skilled trades Regulation Act. Contractor is properly licensed in the state of Michigan as an HVAC contractor under license number 7108722. Contractor is properly licensed in the state of Michigan as a Plumbing contractor under license number 8002052,

**8. WAIVER OF CLAIMS:** The making of final full payment pursuant to this Agreement shall constitute full acceptance of the labor and materials provided by Contractor, including without limitation the Services, and a waiver of any and all claims by the Clients related to the Services and/or this Agreement, except those arising from fraud or willful misconduct of Contractor.

**9. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties concerning any and all work to be performed by Contractor on the Property. All prior and simultaneous negotiations, promises, discussions and/or agreements are merged in this Agreement. This Agreement may be modified only by a written document signed by the parties. This Agreement may be signed in one or more counterparts, and signatures on this Agreement may be delivered by e-mail, facsimile, PDF, or other similar electronic means.

**10. BINDING EFFECT:** This Agreement shall bind and benefit the parties and their successors, heirs, representatives, and permitted assigns.

**11. JURISDICTION AND VENUE:** This Agreement shall be governed and controlled in all respects by the laws of the state of Michigan, without regard to its conflicts of law principles. Any disputes arising out of or relating to this Agreement shall be resolved solely and exclusively by courts of competent jurisdiction in Grand Traverse County, and the parties consent to such jurisdiction and venue.

**12. TIME OF THE ESSENCE:** Time shall be of the essence in the performance of this Agreement.

**13. SEVERABILITY:** If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall be effective, and each term, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**14. NOTICES:** All notices as required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a facsimile transmission number to the other as provided in this section.

CLIENTS:  
**Wexford County**

\_\_\_\_\_  
By:

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

CONTRACTOR:  
**D&W Mechanical**

Shawn M. Wolf Sr.

By:

October 8, 2024  
DATE:



## Jami Bigger

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**From:** Joe Porterfield  
**Sent:** Wednesday, October 9, 2024 12:57 PM  
**To:** Adam Kerr; Gary Taylor; Michael Musta  
**Cc:** Jami Bigger  
**Subject:** emergency purchase

Adam I met a few moments ago with Mike Musta ( finance Chair) and Gary Taylor (Board Chairman) pursuant to our emergency purchase policy. They have agreed to the purchase of the boiler in the amount of \$79,928.00 from D & W Mechanical.

They do want to confirm someone from their office will setup the inspections and be here for the fire up of the unit after installation and inspections.

If you can confirm that would be great. Get it ordered and please confirm we are on a 2 weeks completion schedule.

Thanks

Joe

Joe Porterfield MMAO (4), CES, PPE  
Wexford County Administrator/ Equalization Director  
Assessor for the City of Cadillac, City of Manton,  
Townships of Cherry Grove and Slagle.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** November 6, 2024  
**SUBJECT:** Canteen Services Renewal Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Mike Stump, Vice President of Commissary & Business Development from Tigg’s Canteen Services, is proposing renewal of their current contract with minimal increases. They currently provide jail kitchen services for inmate meals. The renewal is for 1 year, November 10, 2024, through August 31, 2025. Jail Administrator, Lt. McDaniel, would like to continue services with Tigg’s Canteen and support the renewal as proposed.

Average daily jail population

0-55	Increase	+ .14
56-75	Increase	+ .11
76-95	Increase	+ .10
96-115	Increase	+ .09
116 +	Increase	+ .08

Kosher meals	no increase	\$6.82
Medical meals	Increase	+ .05

The proposed agreement follows.

RECOMMENDATION:

The Finance Committee recommends the full board approve the renewal of the Canteen Services agreement.



**CANTEEN SERVICES, INC.**  
**RENEWAL TWO**  
**OF THE FOOD SERVICE AGREEMENT**

This Renewal Two (“Renewal”) of the Food Service Agreement effective August 31, 2020, between the County of Wexford, a municipal corporation and political subdivision of the State of Michigan, acting on behalf of the Wexford County Sheriff’s Office, with offices located at 1015 Lincoln Street, Cadillac, Michigan 49601 (hereinafter referred to as “Client”), and Canteen Services, Inc. a Michigan corporation with principal offices located at 353 S. Michigan Ave., Coldwater, MI 49036 (hereinafter referred to as “Canteen”) **is effective upon signature.**

**RECITALS**

**Whereas**, Client and Canteen are parties to a three (3) year Food Service Agreement (“Agreement”), with an expiration date of August 31, 2024;

**Whereas**, the Agreement allows for two (2) one-year (1) renewals with mutual agreement;

**Whereas**, Client and Canteen do hereby mutually agree to implement the second one-year renewal;

**Now, Therefore**, Client and Canteen mutually agree as follows:

1. The term of this Agreement shall remain in force through August 31, 2025.
2. A revision to the pricing schedule shall be implemented on November 10, 2024, as follows:

**EXHIBIT A,**

**I. PRICING,**

Paragraph 1 Item A. the per meal pricing schedule is revised to read as follows:

Inmate meals quantity per meal service (B/L/D)	Price per meal
0 – 55	\$3.67
56 – 75	\$2.89
76 – 95	\$2.50
96 – 115	\$2.24
116 +	\$2.10
Kosher Meals	\$6.82/each
Medical Snacks	\$1.30/each

All remaining terms and provisions of the Agreement, which are not affected by this ‘Renewal Two’ shall remain in full force and effect.

CANTEEN SERVICES, INC.

COUNTY OF WEXFORD on behalf of the WEXFORD  
 COUNTY SHERIFF’S OFFICE

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Printed name

\_\_\_\_\_  
 Printed name

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Chairman, Board of Commissioners  
 Title

\_\_\_\_\_  
 Printed name

**Wexford County Board of Commissioners**  
**Amendments to the 2024 Budget Log**

**J.10.**

<b>BOC Meeting Date</b>	<b>Acct</b>	<b>Acct Description</b>	<b>Revenue</b>	<b>Expense</b>
2024-11-06	101-301-702.03	Permanent Employees		(\$23,900.00)
	101-301-931.00	Equipment Maintenance		\$ 23,900.00

**Total** \$ -      \$ -

**Comment/Reasoning: Additonal costs for equipping vehicles**



**LEASE**

This lease (Lease) is entered into on November 2, 2024, between Wexford County, whose address is 437 E. Division, Cadillac, MI 49601 (Lessor), and Wexford Joint Planning Commission, whose address is 4830 E M-55 Cadillac, MI 49601 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee approximately 504 square feet of office and storage space at 401 N. Lake Street, Cadillac, Michigan 49601 (the Premises) as shown on the attached sketch (Attachment A). The Lessee by entry into this Lease acknowledges that it has inspected the leased premises and takes the leased premises AS IS. It is expressly understood and agreed that the rights granted the Lessee under this Lease apply to the leased premises alone and do not extend to other parts of the Lessor's property of which the leased premises are a part.
2. **Term.** The term of this Lease shall be one (1) year, commencing January 1, 2025 (the Commencement Date).
3. **Rent.**
  - a) **Base rent.** Lessee shall pay Lessor a base annual rent amount of \$6.36 per square foot or \$3,205.00 to be paid in one lump sum previous to the date of possession.
  - b) **Utilities.** Lessor shall be responsible for the payment of electricity, natural gas, water/sewer, outside trash receptacle, snow removal, and lawn care. Lessee shall be responsible for the payment of all other services for the Premises, including cable/internet and telephones.
4. **Possession.** Lessee will take possession of the Premises on January 1<sup>st</sup>, 2025.
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 one (1) year term by giving written notice of renewal to Lessor not less than 60 days before the Lease term expires.
7. **Parking.** Lessee shall be entitled to the rented use of one parking space per 200 square feet of rented gross floor space. Parking spaces shall be designated by the Lessor.
8. **Use.** The Premises is to be used and occupied for the purpose of Wexford Joint Planning Commission office and storage space 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 that houses the Premises, and maintaining the furnaces, air conditioning units, and hot water heater that service the Premises. Lessor shall be responsible for the maintenance of the parking lot on the Premises. The maintenance, custodial concerns, and repair of the Premise's interior space shall be the responsibility of Lessee.
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. **Alterations.** Lessee shall not make any other alterations to the Premises without the prior written consent of Lessor.
13. **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.
14. **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.
15. **Insurance.** The Lessee shall procure and maintain during the life of this Lease, 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. 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.

16. **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.
  - a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of the Lessee's activities on or its use of the leased premises or in Lessee's performance of its responsibilities under this Lease shall be the responsibility of the Lessee, and not the responsibility of the Lessor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Lessee, anyone directly or indirectly employed by or a contractor, volunteer or agent of the Lessee, provided that nothing herein shall be construed as a waiver of immunity that has been provided to the Lessee or its officers and employees by statute or court decisions.
  - b) All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of Lessor's performance of its responsibilities under this Lease shall be the responsibility of Lessor and not the responsibility of the Lessee if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of any Lessor elected or appointed officer, employee or agent, provided that nothing herein shall be construed as a waiver of any immunity by Lessor or its officers and employees as provided by statute or court decisions.
17. **Furniture, Fixtures or Appliances in Premises.** Any furniture, fixtures or appliances, and the like, belonging to and installed by Lessor in the Premises prior to or during the period of this Lease are to be and remain the property of Lessor, subject to the conditions of this Lease.
18. **Security.** The Lessee shall be responsible for the security their assigned office space.
19. **Real Estate Taxes.** The Lessor stipulates that as a unit of local government, the Lessor has tax exempt status. The Lessor shall not pay any taxes to which its exempt status extends. The Lessor shall, however, be responsible for any taxes on the Premises or activities from which it is not exempt.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.
26. **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.

- 27. **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.
- 28. **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.
- 29. **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.
- 30. **Effective date.** This Lease shall be effective as of the date first stated above.
- 31. **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.
- 32. **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.

**LESSOR**  
Wexford County Board of Commissioners

**LESSEE**  
Wexford Joint Planning Commission

\_\_\_\_\_  
By: Gary Taylor  
Its: Chairman

\_\_\_\_\_  
By: Paul Osborne  
Its: Wexford JPC Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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 sixth day of November 2024, at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 24 - 20  
WEXFORD COUNTY BOARD OF COMMISSIONERS  
RESOLUTION TO RATIFY THE TENTATIVE AGREEMENT  
FOR THE TPOAM COURTHOUSE UNIT**

**WHEREAS**, the collective bargaining agreement between Wexford County and the Wexford County applicable County Elected Officials (“Co-Employers”) and the Technical, Professional, and Officeworkers Association of Michigan--Courthouse Unit (“TPOAM Ct. Unit”) will expire on December 31, 2024; and

**WHEREAS**, the Co-Employers’ negotiation team entered into a Tentative Agreement (“TA”) with the TPOAM Ct. Unit for a proposed agreement with a three year term of January 1, 2025 through December 31, 2027; and

**WHEREAS**, the TPOAM Ct. Unit has informed the Co-Employers that its membership ratified the TA subject to approval of the Wexford County Board of Commissioners and, where applicable, Chief Judge; and

**WHEREAS**, the applicable Wexford County Elected Officials with co-employer status participated in, or were provided the opportunity to participate in, the negotiations with the TPOAM Ct. Unit resulting in the TA; and

**WHEREAS**, members of the Co-Employers’ bargaining team and Counsel have recommended ratification by the Wexford County Board of Commissioners of the TA; and

**THEREFORE BE IT RESOLVED** that the Wexford County Board of Commissioners does hereby ratify and authorize entry of the TA agreements reached with the TPOAM Ct. Unit; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Board Chairperson is authorized to execute a final collective bargaining agreement and other attendant documents after execution by the TPOAM Ct. Unit and after approval as to form by Counsel.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

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

\_\_\_\_\_  
Alaina Nyman, County Clerk

STATE OF MICHIGAN     )  
                                  ) ss  
COUNTY OF WEXFORD    )

I hereby certify that the forgoing is a true and complete copy of the Resolution 24 - 22 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on November 6, 2024, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina Nyman, County Clerk



**TPOAM GENERAL COURTHOUSE UNIT  
AND WEXFORD COUNTY**

**RATIFICATION SUMMARY OF TENTATIVE AGREEMENTS  
October 22, 2024**

**Tentative agreements between the Parties are subject to the approval of each of the Units, the County Board of Commissioners, and the applicable Judges and/or Elected Officials.**

*Tentative agreements between the Parties are subject to the approval of each of the Units, the County Board of Commissioners, and the applicable Judges and/or Elected Officials.*

**LANGUAGE TENTATIVE AGREEMENTS**

**A. TERM OF CONTRACT: 3 years**

**GENERAL ART-53.1**

53.1: This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 202~~7~~<sup>5</sup>. No wage or benefit changes provided for herein shall be due and/or payable prior to the effective date of this Agreement. Prior to the expiration of the contract on December 31, 202~~7~~<sup>5</sup>, either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

**TA'd 10/22/24**

**B. LOSS OF SENIORITY**

**GENERAL. ART. 5.2(I)**

5.2: Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

...

I. If he/she has been on leave of absence including a sick or Workers' Compensation leave, for a period of ~~eighteen~~<sup>twelve</sup> (~~128~~) months or for a period equal to the length of his/her seniority at the time such sick leave or Workers' Compensation leave commenced, whichever is less.

**TA'd 10/22/24**

**C. NEW AND ELIMINATED CLASSIFICATIONS.**

**GENERAL: APPENDIX A**  
**STATUS— TA'd 10/22/24**

[Add Elections Coordinator under Clerks Office \(L5\)](#)

[Add Maintenance Worker – Maintenance Dept \(L4\)](#)

**D. ELECTION OF REMEDIES**

**GENERAL**

ART8.3: Election of Remedies...

- A. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, [excluding only claims brought before the Equal Employment Opportunity Commission,](#) in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract.

...

TA'd 10/22/24

**E. JUST CAUSE STANDARD OF DISCIPLINE.**

**GENERAL**

ART 9.1: Just Cause Standard of Discipline.

A. Dismissal and suspending shall only be for just cause subject to the grievance procedure with the employee having the right to provide a defense against any and all charges.

B. An employee may be suspended with or without pay on a case by case basis ~~and subject to discharge or suspension~~ pending an investigation ~~and or~~ meeting between the Employer and Union representative.

[C. When disciplinary action is deemed necessary for performance issues or non-serious infractions, such discipline will normally be progressive, and considerate of the due process rights of staff. The Employer reserves and retains, solely and exclusively, the right to apply progressive discipline steps as circumstances warrant. Provided, however that disciplinary decisions are subject to the grievance procedure which shall be the exclusive remedy of all employees.](#)

[D. Disciplinary actions are defined as: written reprimand, suspension without pay, and termination. Counseling memorandums and performance monitoring and](#)

improvement plans are not discipline but will be retained in the employee's personnel file and considered for progressive discipline purposes.

TA'd 10/22/24

**F. BENEFITS FOR PART-TIME EMPLOYEMENT**

**GENERAL ART 25.2: ...**

B.——Paid Vacation Leave - Permanent part-time employees who are budgeted to work over 20 hours per week shall accrue, or be entitled to take, vacation leave on a pro-rata accrual basis the same as full-time employees.

B. Sick Time – Permanent part-time employees shall accrue and be entitled to take sick time pursuant to the terms, conditions and limitations of the Michigan Sick Time Act, as such Act may be amended from time to time.

TA'd 10/22/24

**G. CHANGE TO VACATION, SICK AND PERSONAL TO COMPLY WITH EARNED SICK TIME ACT**

**GENERAL: ART. 37**

37.1: Sick Leave.

A. Unit members who have successfully completed their probationary period shall accumulate six (6) hours per month without limit. Full time probationary employees shall accrue sick time utilize sick time pursuant to and subject to the terms and conditions of the Michigan Earned Sick Time Act during the probationary period.

B. Sick leave is to be taken in a minimum of one (1) hour increments.

C. Sick leave is to be used for illness of unit members or their spouse or child living at home or for reasons authorized, and subject the terms, conditions, and limitations the Michigan Earned Sick Time Act.

D. At the end of each calendar year, an employee shall have the option to:

1. Carry over all banked sick time under the terms of the Michigan Earned Sick Time Act. Any time in excess of 12 days will be placed in a separate bank by the Employer, and may only be accessed for purposes authorized under the Michigan Earned Sick Leave Act after exhaustion of the current years earned and banked sick time, vacation time and personal time, and then only if the employee has not utilized more than 72 hours of paid leave during the year; will have no monetary value upon separation from employment with the Employer for whatever reason; and may not be converted to nor subject to being paid out in future years December pay out; or,\_\_\_\_

—2. At the end of each calendar year, up to five days of accrued, unused sick leave days in excess of twelve (12) days shall be paid in December at 100% of the employee's straight rate.

4. Any unused sick days above the five day maximum shall not be compensated but unit employees may carry over no more than twelve accrued days of sick leave from year to year.

~~E. The Employer shall pay unused sick time at the rate of 50% for employees who voluntarily leave with two (2) weeks' notice.~~

TA'd 10/22/24

#### H. EMPLOYER PAID BEREAVEMENT

##### GENERAL ART. 38

ADD D. The Employer may require the employee provide documentation of death, the employee's relationship to the deceased and/or proof of attending the service.

TA'd 10/22/24

#### I. MEDICAL VERIFICATION

##### GENERAL: ART. 43.1

A. Unless contrary to law, the Employer reserves the right to require medical verification by the employee's provider for any leaves taken for medical reasons. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability.

1. —————If the verification is for a leave required and authorized under the terms, conditions, and limitations the Michigan Earned Sick Time Act, only, the Employer shall be responsible for out-of-pocket medical co-pays actually incurred by the employee in obtaining this documentation.

TA'd 10/22/24

## ECONOMIC TENTATIVE AGREEMENTS

### A. WAGES:

**GENERAL: ART. 26 ARTICLE 26.1: Wage.**

C. 2025- The base wage schedule below shall be applied to the unit on a prospective basis effective January 1, 2025.

	START	1YR	2YR	3YR	4YR	5YR	6YR
L1	\$15.12	\$15.78	\$16.39	\$17.07	\$17.72	\$18.06	\$18.41
L2	\$15.55	\$16.24	\$16.86	\$17.58	\$18.20	\$18.57	\$18.92
L3	\$15.94	\$16.66	\$17.32	\$18.02	\$18.68	\$19.05	\$19.42
L4	\$16.36	\$17.11	\$17.77	\$18.54	\$19.22	\$19.61	\$19.99
L5	\$16.79	\$17.57	\$18.24	\$19.01	\$19.73	\$20.13	\$20.53
L6	\$17.19	\$17.95	\$18.69	\$19.46	\$20.25	\$20.67	\$21.07
L7	\$17.59	\$18.35	\$19.16	\$19.58	\$20.75	\$21.17	\$21.60

The above base wage scale as of December 31, 2024 shall be increased by \$1.00 per hour- 3% across the scale effective January 1, 2025.

D. 2026 - The base wage schedule as of December 31, 2025 shall be increased by \$0.50 per hour- 2% across the scale.

E. 2027 - The base wage schedule as of December 31, 2026 shall be increased by \$0.50 per hour- 2% across the scale

**TA'd 10/22/24**

**Note:** will result in change to Appendix C. (See, Wage rates attached)

### B. LONGEVITY:

GENERAL ART. 30

30.1: Longevity Benefit.

...

~~B. Employees hired on or after May 5, 2011, will not receive longevity.~~

**TA'd 10/22/24**

### C. HOLIDAYS:

**GENERAL ART. 34,1:** Add Juneteenth

**TA'd 10/22/24**

### D. EMPLOYER PAID SICK LEAVE

**GENERAL: ART 37.1(E)**

37.1: Sick Leave.

...

~~E. The Employer shall pay unused sick time at the rate of 50% for employees who voluntarily leave with two (2) weeks' notice.~~

**TA'd 10/22/24**

2025

	<b>AFTER 2011</b>						
	START	1YR	2YR	3YR	4YR	5YR	6YR
L1	\$15.57	\$16.25	\$16.88	\$17.58	\$18.25	\$18.60	\$18.96
L2	\$16.02	\$16.73	\$17.37	\$18.11	\$18.75	\$19.13	\$19.49
L3	\$16.42	\$17.16	\$17.84	\$18.56	\$19.24	\$19.62	\$20.00
L4	\$16.85	\$17.62	\$18.30	\$19.10	\$19.80	\$20.20	\$20.59
L5	\$17.29	\$18.10	\$18.79	\$19.58	\$20.32	\$20.73	\$21.15
L6	\$17.71	\$18.49	\$19.25	\$20.04	\$20.86	\$21.29	\$21.70
L7	\$18.12	\$18.90	\$19.73	\$20.17	\$21.37	\$21.81	\$22.25

2026	<b>AFTER 2011</b>						
	START	1YR	2YR	3YR	4YR	5YR	6YR
L1	\$15.88	\$16.58	\$17.22	\$17.93	\$18.62	\$18.97	\$19.34
L2	\$16.34	\$17.06	\$17.72	\$18.47	\$19.13	\$19.51	\$19.88
L3	\$16.75	\$17.50	\$18.20	\$18.93	\$19.62	\$20.01	\$20.40
L4	\$17.19	\$17.97	\$18.67	\$19.48	\$20.20	\$20.60	\$21.00
L5	\$17.64	\$18.46	\$19.17	\$19.97	\$20.73	\$21.14	\$21.57
L6	\$18.06	\$18.86	\$19.64	\$20.44	\$21.28	\$21.72	\$22.13
L7	\$18.48	\$19.28	\$20.12	\$20.57	\$21.80	\$22.25	\$22.70

2027	<b>AFTER 2011</b>						
	START	1YR	2YR	3YR	4YR	5YR	6YR
L1	\$16.20	\$16.91	\$17.56	\$18.29	\$18.62	\$18.99	\$19.73
L2	\$16.67	\$17.40	\$18.07	\$18.84	\$19.51	\$19.90	\$20.28
L3	\$17.09	\$17.85	\$18.56	\$19.31	\$20.01	\$20.41	\$20.81
L4	\$17.53	\$18.33	\$19.04	\$19.87	\$20.60	\$21.01	\$21.42
L5	\$17.99	\$18.83	\$19.55	\$20.37	\$21.14	\$21.56	\$22.00
L6	\$18.42	\$19.24	\$20.03	\$20.85	\$21.71	\$22.15	\$22.57
L7	\$18.85	\$19.67	\$20.52	\$20.98	\$22.24	\$22.69	\$23.15



**Memorandum**

**Date:** November 6, 2024

**To:** Board of Commissioners, Elected & Appointed Officials, and Employees

**From:** Administration

**Subject:** 2025 Holidays

The following are the Union(s), Circuit Court, District Court, and Probate Court approved 2025 Holidays:

- New Year’s Eve (2024/2025)..... Tuesday, December 31, 2024
- New Year’s Day ..... Wednesday, January 01, 2025
- Martin Luther King Jr. Day ..... Monday, January 20, 2025
- President’s Day ..... Monday, February 17, 2025
- Good Friday ..... Friday, April 18, 2025 (1/2 Day - Close at Noon)
- Memorial Day..... Monday, May 26, 2025
- Juneteenth ..... Thursday, June 19, 2025
- Independence Day..... Friday, July 04, 2025
- Labor Day ..... Monday, September 01, 2025
- Veteran’s Day ..... Tuesday, November 11, 2025
- Thanksgiving Day ..... Thursday, November 27, 2025
- Day After Thanksgiving ..... Friday, November 28, 2025
- Christmas Eve ..... Wednesday, December 24, 2025
- Christmas Day ..... Thursday, December 25, 2025
- New Year’s Eve..... Wednesday, December 31, 2025
- New Year’s Day ..... Thursday, January 01, 2026

\*1/2 Day: Excludes COAM, POAM 312, POAM 312 - Dispatch, and POAM - Non 312