



Wexford County

**BOARD OF COMMISSIONERS**

*Gary Taylor, Chair*

**NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, December 4, 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 for Alaina Nyman – 10 years ..... 1
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENT  
*Designated for topics on the agenda only.*
- I. CONSENT AGENDA  
*The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.*
  - 1. Approval of the November 20, 2024, Regular Meeting Minutes.....2
  - 2. Approval of the November 27, 2024, Special Meeting Minutes.....6
  - 3. Reappointment to Standing and Special Boards & Committees .....7
- J. AGENDA ITEMS
  - 1. MSUE Lease Agreement – Lake St. Office Space.....8
  - 2. Nonunion & Elected Officials Wage Increases
  - 3. Closed Session to Discuss Pending Litigation
- 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

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Human Resources / Public Safety Committee  
**FOR MEETING DATE:** December 4, 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 10, 15, 20, 25, 30, and 35 years. The following employee should be recognized at the next Board of Commissioners meeting for their service as follows:

<b>EMPLOYEE NAME</b>	<b>DEPARTMENT</b>	<b>YEARS OF SERVICE</b>
<b>Alaina Nyman</b>	County Clerk	10

Alaina Nyman began her employment with Wexford County on November 24, 2014, as a Deputy Clerk in the County Clerk's Office and on September 14, 2015, Alaina was promoted to Chief Deputy Clerk. On April 2, 2019, Alaina was appointed to fill out the term as the Wexford County Clerk. In the 2020 election, Alaina was elected as the County Clerk and continues to serve in that role.

RECOMMENDATION:

The Human Resources / Public Safety Committee recommends the full board present a Certificate of Recognition to Alaina Nyman at the Board of Commissioners' meeting on December 4, 2024.

**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Regular Meeting \* Wednesday, November 20, 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.9 Resolution 24-24 Authorizing an Amendment to Purchasing Policy D-1.0**

**J.10 Resolution 24-25 to Ratify the TA for the POAM Corrections Unit**

**J.11 End-of-Year Budget Amendments**

**Approval of the Agenda**

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

**All in Favor.**

**Employee Recognition**

**Certificate of Appreciation-Joe Porterfield-15 Years**

**Presentation and Reports-**

**Medical Examiner's Annual Report for 2023, Jennifer Sprik**

**Public Comment-**

None

**Consent Agenda**

1. Approval of the November 6, 2024 Regular Meeting Minutes

**MOTION by Comm Musta, seconded by Comm Theobald to approve the Consent Agenda.**

**All in favor.**

**Agenda Items**

1. L-4029 Tax Rate Request

**MOTION by Comm Theobald, seconded by Comm Potter to approve the L-4029 2024 Tax Rate Request form and authorize the Clerk and Chairman to sign on behalf of the County.**

**Roll Call: Motion passed 9-0.**

2. Resolution 24-23 2024 Winter Millage Rate for FY25 Budget  
**MOTION** by Comm Theobald, seconded by Comm Musta to approve Resolution 24-23 Winter Millage Rate for Fiscal Year 2025 Budget.

**Roll Call: Motion passed 9-0.**

3. 2024 Apportionment Report  
**MOTION** by Comm Theobald, seconded by Comm Musta to approve the 2024 Apportionment Report and authorize the Equalization Director to sign on behalf of the County.

**Roll Call: Motion passed 9-0.**

4. Health Insurance Renewal Options  
**MOTION** by Comm Adams, seconded by Comm Theobald to renew health insurance plans moving from POS to HMO plans with an option for employees to buy-up to join a POS HAS plan and to approve continuing the County HAS contributions of \$2,500 for a two-person family plan and \$1,250 for a single plan.

**Roll Call: Motion passed 9-0.**

5. FY 2024 EMPG Grant  
**MOTION** by Comm Bush, seconded by Comm Theobald to approve the State of Michigan Fiscal Year 2024 Emergency Management Performance Grant Agreement and authorize the Chairman to sign on behalf of the County.

**Roll Call: Motion passed 9-0.**

6. BS&A Software Proposal  
**MOTION** by Comm Baughan, seconded by Comm Potter to approve the Software and Services BS&A Cloud Upgrade Proposal in the amount of \$145,400 and to waive the sealed bid process in accordance with Section I.a.5. Policy D-1.0.

**Roll Call: Motion passed 9-0.**

7. Rehmann Proposal to Extend Auditing Services  
**MOTION** by Comm Adams, seconded by Comm Bush to approve the Rehmann Proposal to Extend Auditing Services Contract for three years and authorize the Chairman to sign on behalf of the County.

**Roll Call: Motion passed 9-0.**



8. Contract for Plumbing Inspector

**MOTION** by Comm Adams, seconded by Comm Townsend to approve the Wexford County Building Department and Nicholas Gross for Plumbing Inspection services at a rate of \$60 per inspection with reimbursement for mileage in accordance with County policy and authorize the Chairman and Administrator to sign on behalf of the County.

**Roll Call: Motion passed 9-0.**

9. Resolution 24-24 Authorizing an Amendment to Purchasing Policy D-1.0

**MOTION** by Comm Theobald, seconded by Comm Baughan to approve Resolution 24-24 Authorizing and Amendment to Policy D-1.0 Purchasing Contracts, and Sales.

**Roll Call: Motion passed 9-0.**

10. Resolution 24-25 to Ratify the TA for the POAM Corrections Unit

**MOTION** by Comm Baughan, seconded by Comm Adams to approve Resolution 24-25 Wexford County Board of Commissioners Resolution to Ratify the Tentative Agreement for the POAM Corrections Unit.

**Roll Call: Motion passed 9-0.**

11. End-of-the-Year Budget Amendments

**MOTION** by Comm Theobald Theobald, seconded by Comm Potter to approve the Administrator and Treasurer do end-of-year budget amendments without Board approval to ensure no department is in the negative at the end of the year.

**Roll Call: Motion passed 9-0.**

**Administrator's Report-**

Administrator Porterfield updated the Board on the no phone issues associated with the current server issues. Each department has been issued a cell phone and the regular numbers have been forwarded to those cell phone numbers.

Mr. Porterfield mentioned that the AS 400 is good and court systems will be restored.

Administrator Porterfield mentioned that public visitation has been restored at the jail.

**Correspondence-None**

**Public Comments-**

Don Koshmider, Cadillac, spoke to the Board InfoWars and compared it to The Game of Thrones.

**Liaison Reports-**

Comm Townsend attended the Library meeting and the Airport meeting.

Comm Theobald mentioned that the LDFA testing has been extended to surrounding Townships.

**Board Comments-**

Comm Townsend congratulated Joe Porterfield on his 15-years of service to the County.

Comm Adams also congratulated Joe Porterfield on his 15-years of service to the County.

Comm Theobald congratulated Joe Porterfield on his 15-years of service to the County.

Comm Potter commented on the strong leadership of the current Board and the great working relationship with Administration.

**Chairman's Comments-**

Chair Taylor thanked everyone for attending.

**Adjourn**

**MOTION by Comm Theobald seconded by Comm Potter to adjourn at 4:26 p.m.  
All in favor.**

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Gary Taylor, Chairperson

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Karen Maury, Chief Deputy Clerk



**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Special Meeting \*Wednesday, November 27, 2024

Meeting called to order at 12:30 p.m. by Chairman Taylor.

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

Absent- Commissioners Jason Mitchell, Michael Bush and Jason Baughan.

**Approval of the Agenda**

**MOTION by Commissioner Musta, seconded by Commissioner Adams to approve the agenda.**

**All in Favor.**

**Public Comments- *None.***

**Agenda Items**

1. **BS&A Software & Services Agreement**

**MOTION by Commissioner Theobald, seconded by Commissioner Potter to approve the BS&A Customer Order Form along with Exhibit A, Customer Terms and Conditions, and Exhibit B, Pricing Sheet, for the BS&A Cloud Upgrade.**

**Roll Call: Motion passed 6-0.**

**Public Comments- *None.***

**Board Comments**

Commissioner Musta was glad to see everyone that was able to make it.

**Chairman's Comments**

Commissioner Taylor thanked everyone for attending.

**Adjourn**

Motion by Commissioner Potter, seconded by Commissioner Musta to adjourn at 12:32 p.m.

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Gary Taylor, Chairman

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Alaina Nyman, County Clerk

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM** Human Resources / Public Safety Committee  
**FOR MEETING DATE:** December 4, 2024  
**SUBJECT:** Appointments to Standing & Special Committees

**SUMMARY OF ITEM TO BE PRESENTED:**

The following appointments are set to expire on December 31, 2024. All incumbents have been contacted and expressed interest in reappointment.

<b>First Name</b>	<b>Last Name</b>	<b>Committee</b>	<b>Term Length</b>	<b>New Expiration Date</b>
Adam	Ottjepka	911 Advisory Committee	two-year	December 31, 2026
Trent	Taylor	911 Advisory Committee	two-year	December 31, 2026
Molly	Whetstone	911 Advisory Committee	two-year	December 31, 2026
John	Williams	911 Advisory Committee	two-year	December 31, 2026
Eric	Seguin	Cadillac-Wexford County Public Library Board	five-year	December 31, 2029
Greg	Schmidt	Veterans' Services Committee	four-year	December 31, 2028
Harold	Falan	Wexford County Road Commission	six-year	December 31, 2030

**RECOMMENDATION:**

The Human Resources/Public Safety Committee recommends the full board reappoint the candidates.



## LEASE

This lease (Lease) is entered into on January 1<sup>st</sup>, 2025, between Wexford County, whose address is 437 E. Division, Cadillac, MI 49601 (Lessor), and Michigan State University Board of Trustees (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee approximately 4,780 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 \$30,400.00, to be paid in quarterly installments to be deducted quarterly from millage dollars by the Wexford County Treasurers office or from other county funds. First installment due on 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 1st, 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 Michigan State University Extension 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 or self-insure. Lessee shall furnish Lessor with a Certificate of Insurance.

The Lessor shall maintain liability insurance for public liability, personal injury, bodily injury and property damage or self-insure. 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.

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 of the Premises.
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**

Michigan State University

\_\_\_\_\_  
By: Gary Taylor

Its: Chairman

\_\_\_\_\_  
By: Marchan Darby

Its: Director, Real Estate Operations

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

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