



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, August 06, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENT
Designated for topics on the agenda only.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the July 16, 2025, Regular Meeting Minutes 1
- J. AGENDA ITEMS
 - 1. FY2025-26 Child Care Fund Budget (*Finance 7/23/2025*)5
 - 2. Equalization Vehicle Purchase from Dispatch (*Finance 7/23/2025*)8
 - 3. Request to Change Position Description & Title – Friend of The Court9
 - 4. EGLE Materials Management Planning Program Grant Agreement12
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, July 16, 2025

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

Roll Call: Present- Commissioners Aaron Sogge, Jason Nelson, Mark Nyman, Michael Bush, Julie Theobald, Gary Taylor, Jason Baughan, and Brian Potter.

Absent- Sandy Bengelink

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Added: G. AAANM Annual Report

Added: J.4. Appointment for the Jury Commission

Added: J.5. FY 2024-2025 Off-Road Vehicle (ORV) Law Enforcement Program Grant

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None*

Presentation and Reports-

Kandi Lannen, Executive Director of AAANM, presented the Board with the annual report. She highlighted that they just celebrated their 50th anniversary. They are funded primarily by Medicaid, but they then request money from each of the 10 counties they partner with. She thanked the Board for their continued monetary support.

Ms. Lannen noted that they work closely with the Council on Aging so they do not duplicate any care. The Adult Day that the Council handles is the only program in the area like it.

Public Comment-*None*

Consent Agenda

1. Approval of the July 2, 2025 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. MOU Wexford Request for FY26 for Clinical Services
MOTION by Comm Nyman, seconded by Comm Theobald to approve the Memorandum of Understanding between Catholic Human Services & Wexford County Sheriff's Office to dedicate a Substance Use Disorder Clinician to provide treatment at the Jail five days per week for the period of October 1, 2025, through September 30, 2026, and authorize the Board Chairman, Vice Chair & Sheriff to sign on behalf of the County.

Roll Call: Motion passed 8-0.

2. MOU Wexford Jail Request for FY26 Letter Medication Request
MOTION by Comm Theobald, seconded by Comm Potter to approve the Memorandum of Understanding between Catholic Human Services & Wexford County Sheriff's Office for medication assisted treatment for both alcohol and opioid use disorder for individuals incarcerated at the jail for the period of January 1, 2026, through September 30, 2026, and authorize the Board Chairman, Vice Chair & Sheriff to sign on behalf of the County.

Roll Call: Motion passed 8-0.

3. Formal Access Agreement for Northern District Fair Grounds
MOTION by Comm Baughan, seconded by Comm Nelson to approve the Formal Access Agreement for Northern District Fair Grounds and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion passed 8-0.

4. Appointment for the Jury Commission
MOTION by Comm Theobald, seconded by Comm Bush to approve the appointments of Jon March, Mary Sorger and Tom Taylor to Jury Commission with terms expiring December 31, 2031.

Roll Call: Motion passed unanimously.

5. FY 2024-2025 Off-Road Vehicle (ORV) Law Enforcement Program Grant
MOTION by Comm Baughan, seconded by Comm Bush to approve the FY 2024-2025 Off-Road Vehicle (ORV) Law Enforcement Program Grant with terms from October 1, 2024, through September 30, 2025, and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Porterfield noted that the budget process is beginning. He has met with Probate Court to look over the Child Care Fund numbers.

Northern Lakes Community Mental Health was set to hold a special meeting to interview two candidates for the CEO position. One of them has since backed out, so they will not be holding their special meeting. They are deciding if they want to begin the search again.

The new counselor at the jail has begun. The program that Addiction Treatment Services offered for rides to their treatment facility will be ending on September 1st. There is a doctor from CMH that will be helping out in the meantime.

Mr. Porterfield reminded everyone that the Veteran's Expo and the Harrietta Blueberry Festival is August 2nd.

Correspondence- *None.*

Public Comments-

Don Koshmider, Cadillac, reminded everyone of the report he gave a few weeks prior. Thankfully nothing happened. He noted that fluoride and other chemicals are being put into our water. He is not impressed with a few of the decisions made by the Trump administration, even though he is a Republican. Mr. Koshmider believes tyranny will come from the top down and asked all local leaders to uphold their oaths of office. He also encouraged everyone to watch InfoWars.

Liaison Reports-

Comm Theobald attended the LDFA meeting. There are three wells that have been covered that are trying to be located. They are looking at companies that could come in to help destroy PFAS, but it will be costly.

Comm Potter attended the Clam Lake DDA meeting. They are still working at getting water and sewer to the south end of Mitchell Street.

Board Comments-

Comm Nyman encouraged everyone to attend the Veteran's Expo and the Harrietta Blueberry Festival.

Chairman's Comments-

Chair Taylor wished Commissioner Bush a happy birthday and thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:21 p.m. All in favor.

Gary Taylor, Chairperson

Alaina M. Nyman, County Clerk

DRAFT

FAMILY DIVISION OF



THE 28TH CIRCUIT COURT

Hon. Jason J. Elmore
CIRCUIT COURT JUDGE
Nicole Hagstrom
CIRCUIT COURT ADMINISTRATOR
Amber Simonton
COURT FINANCIAL OFFICER
Tshiyombu Lukusa
JUVENILE INTAKE PROBATION OFF. CER

WEXFORD COUNTY

437 East Division Street
Cadillac, Michigan 49601

PHONE: 231-779-9510 / FAX: 231-779-9485

Hon. Edward D. Van Alst
PRESIDING JUDGE FAMILY DIVISION
Katherine Gurumurthy
JUVENILE COURT ADMINISTRATOR
Sandra Watson
JUVENILE OFFICER
Eric Eller
DEPUTY JUVENILE OFFICER

Dear Mr. Porterfield and Board Members:

Please find following the County Child Care Fund Budget Summary (DHS-2091) as proposed for the State fiscal year 10/1/25 to 9/30/26.

Out of Home Care:

We have had a surge of out of home placements in the 2024-2025 fiscal year. The amount of specialized and/or dual ward placement has some of our charge back juveniles exceeding \$6,000 for 14 days of care. With that being said, we are potentially looking at no less than \$48,000 per month for just four of these juveniles.

Total Chargeback costs have risen to a total of \$174,795.27 for 8 months in the current year, averaging \$21,849.41 per month.

Institutional Care: Costs claimed on the 207 (not chargeback) total \$241,161.20 as of the end of May of the current budget year. An average of \$30,145.15 per month over 8 months.

An amendment was filed to move \$89,324.82 from In-Home Care to Out-Of-Home care to help cover the remaining costs of this fiscal year.

For the 2025-2026 fiscal year, we are planning for a cost of \$700,000.00 for out of home placement. This covers the delinquent, neglect/abuse and dual wards that fall under county and state supervision.

Community Based Programming (aka In Home Care):

Good news! The community-based programming expenditures are quite a bit less with the diversion program. We have added Juvenile Intake Probation Officer, Tshiyombu (Thiyo) Lukusa, whose position was adopted in the current budget year. One hundred percent of the wages & fringes for this staff member will be claimed with 75% reimbursement.

In 2025-2026, total staff salaries and fringes will be increased due to tenure, etc. and thus we are increasing the amount we will be claiming on the grant. All positions will receive a reimbursement on the claimed amount of 75% as well as 10% for a total of 85% reimbursement from the state:

- Claiming 50% for the Juvenile Administrator *(up from 25%)*
- Claiming 25% of the Juvenile Officer's wages and fringes
- Claiming 100% for the Deputy Juvenile Officer and Diversion/Intake Worker
- Claiming 30% for the Financial Officer *(up from 25%)*

The claimed monies would be reimbursed at 75%, adding a total revenue of \$192,233.57. The 10% CCF that we get will add another \$19,223.35 and the CJO grant adds for \$27,317.04.
The total reimbursement for wages and fringes equals \$257,997.31.

***Note: The Juvenile Officer's percentage did not increase in the proposal due to also having monies received from the CJO grant which brings \$27,317.04 yearly.*

Looking at the breakdown:

Sandra Watson, Juvenile Officer – 25% Claimed

75% Reimbursement CCF = \$22,060.47 + CJO Grant \$27,317.04 + 10% CCF = \$2,941.39

Total Reimbursement for Sandra = \$52,318.90

Eric Eller, Deputy Juvenile Officer – 100% Claimed

75% Reimbursement = \$56,865.54 + 10% CCF = \$7,582.07

Total Reimbursement for Eric = \$64,447.61

Tshiyombu (Thiyo) Lukusa, Juvenile Intake Probation Officer – 100% Claimed

75% Reimbursement = \$55,558.52 + 10% CCF = \$7,407.80

Total Reimbursement for Thiyo = \$62,966.32

Katie Gurumurthy, Juvenile Administrator – 50% Claimed

75% Reimbursement = \$44,322.87 + 10% CCF = \$5,909.72

Total Reimbursement for Katie = \$50,232.59

Amber Simonton, Court Financial Officer – 30% Claimed

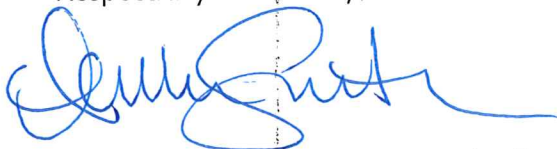
75% Reimbursement = \$13,426.18 + 10% CCF = \$1,790.15

Total Reimbursement for Amber = \$15,216.33

Also, in the community-based programming, the proposal from Bridges of Northern Michigan would be requesting \$70,000 which is an increase from the current year. Since Maysi-2 assessments are state mandated for every juvenile referred to the court, we are putting \$18,000.00 of that proposal into the Basic Grant for 100% reimbursement.

Taking all of this into consideration, the total proposed costs will be \$1,379,427.88. It's a staggering number, but our total reimbursement will be \$873,700.91. This leaves a net out of pocket for the county of \$505,726.97.

Respectfully submitted,



Amber Simonton, Court Financial Officer

CCF Budget for FY 2025-26

COMMUNITY BASED PROGRAMMING

Organization	# of Juv.	Program	Cost
Impact Youth Services	13	Intensive Probation	\$ 186,152.46
Bridges of Northern Michigan	n/a	Individual/Family Counseling Services	\$ 50,000.00
YAP Inc	6	Peer Support Workers	\$ 110,444.00
Staff Salaries	n/a	Wages/Fringes - 5 Staff Members	\$ 256,311.42
Paddock Counseling	n/a	Individual Counseling Services	\$ 20,000.00
In Home Care Total (CBS)			\$ 622,907.88
75% Reimbursement			\$ 467,180.91
County Allocation After Reimb.			\$ 155,726.97

INSTITUTIONAL/OUT-OF-HOME CARE

Cost	\$ 700,000.00
50% Reimbursement	\$ 350,000.00
County Allocation After Reimb.	\$ 350,000.00

BASIC GRANT

Organization	# of Juv.	Program	Cost
Impact Youth Services	n/a	Community Surveillance	\$ 13,310.35
YMCA	n/a	Teen Impact/Memberships	\$ 5,004.00
Family Supportive Services	n/a	Gas Cards, Drug Tests/Supplies, Bus Tickets Advent Classes, Hygiene Products, Meals	\$ 5,000.00
Bridges of Northern Michigan	72	Maysi-2 Assessments/Scoring/Reports	\$ 18,000.00
Grounded Therapy Network	n/a	Individual/Group/Recreational Therapy	\$ 15,205.65
Basic Grant Total			\$ 56,520.00
100% Reimbursement			\$ 56,520.00
County Allocation After Reimb.			\$ -

EMPLOYEE WAGES PROJECTION/REIMBURSEMENT FOR 2025-2026

	Total Claimed/Reimb
Wages	\$ 160,542.25
Reimbursement	\$ 120,406.69
H.S.A + Cash In Lieu of Ins	\$ 5,600.00
Reimbursement	\$ 4,200.00
Health Insurance	\$ 29,025.86
Reimbursement	\$ 21,769.40
Sick Pay/Accident	\$ 2,126.17
Reimbursement	\$ 1,594.63
Life Insurance	\$ 67.71
Reimbursement	\$ 50.78
FICA/Soc. Security	\$ 13,994.45
Reimbursement	\$ 10,495.84
Workers Comp	\$ 1,958.20
Reimbursement	\$ 1,468.65
Retirement	\$ 26,325.50
Reimbursement	\$ 19,744.13
Cell Phone Allotment	\$ 945.00
Reimbursement	\$ 708.75
Overtime	\$ 9,520.20
Reimbursement	\$ 7,140.15
On Call	\$ 5,475.00
Reimbursement	\$ 4,106.25
Total Cost Claimed Under In Home Care	\$ 255,580.34
<i>(claiming 25%, 30%, 50% each for 1 staff member and 100% for 2 staff members)</i>	
Total Reimbursement From CCF (75% of Claimed)	\$ 191,685.26
Total Remaining after Reimbursement	\$ 63,895.09

TOTAL CHILD CARE FUND BUDGET FOR 2025-26

Total Cost (CBS + BG + Inst. Care)	\$ 1,379,427.88
Reimbursement (75% + 50% + 100%)	\$ 873,700.91
Total Remaining After Reimb.	\$ 505,726.97

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance
FOR MEETING DATE: August 06, 2025
SUBJECT: Equalization Vehicle Purchase from Dispatch

SUMMARY OF ITEM TO BE PRESENTED:

No bids were received for the 2020 GMC Acadia. Equalization has found a need for the vehicle and wishes to purchase it from Dispatch in the amount of \$20,000.

RECOMMENDATION:

The Finance committee recommends the full board approve Equalization purchase the 2020 GMC Acadia from Dispatch in the amount of \$20,000.



Wexford County

Request for Board of Commissioner Action

Department: Friend of the Court
Submitted by: Rob Kulpa
Subject: Request to Change Position Description and Title
Committee: Board of Commissioners
Committee Meeting Date:
BOC Meeting Date:

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

Motion to change title of Human Services Specialist/Clerk position to FOC Clerk.

Financial Information (note the total cost, if the cost is budgeted, if there will be any future costs, e.g., maintenance contracts, and any other information that would assist the commissioners with this decision):

None

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

I am requesting to change the title of this position as part of a reorganization of office duties, leading to the creation of this position. By dedicating the role of FOC Clerk to support the New Case/Reception/Support Staff caseworker in the day-to-day functions of the office, it will also take responsibilities off of other roles in our office to be able to take on more essential duties. The duties of the Human Services Specialist will be reorganized.

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

As soon as possible

List of Attachments:

Proposed FOC Clerk Position Description

WEXFORD/MISSAUKEE FRIEND OF THE COURT

FOC CLERK

Start Date:

CLASSIFICATION: Level 4
Full-Time (37.5 hours per week)
Full Benefits
TPOAM
Hourly Wage \$17.01 (as of 1/1/2025)

GENERAL SUMMARY:

An individual assigned to this position will work in conjunction with the New Case/Reception/Support Staff specialist in order to assist parents who visit, call, or email the office; manage exhibits submitted for hearings; maintain SMILE packets and conduct SMILE enforcement; pull files for hearings and mediation appointments; conduct filing and maintain File Rooms; process office mail and conduct mail runs to the Wexford County Courthouse

SUPERVISION:

Work will be performed under the general supervision of the Friend of the Court.

ESSENTIAL RESPONSIBILITIES, ESSENTIAL DUTIES, AND FUNCTIONS:

1. Greets clients & members of the public in a professional manner
2. Answers phones in a professional manner and obtains information necessary to answer questions or to communicate the question to supervisor
3. Check email and distribute to relevant caseworkers
4. Works effectively with the public, clients, court staff, and all employees
5. Responsible for maintaining SMILE packets and conducting SMILE enforcement
6. Responsible for managing exhibits submitted for hearing
7. Responsible for possessing knowledge of the Circuit Court/Family Court process
8. Responsible for making sure files are ready for upcoming hearings or mediation appointments
9. Maintain File Rooms and process filing
10. Responsible for processing office mail and conducting mail runs to the Wexford County Courthouse
11. Work with the New Case/Reception/Support Staff specialist
12. Provide other duties as necessary to office function

*(An employee in this position may be called upon to do any or all of the above tasks. These examples **do not** include all of the tasks which the employee may be expected to perform.)*

ESSENTIAL FUNCTIONS, QUALIFICATIONS, ABILITIES FOR EMPLOYMENT:

1. Ability to pass a background and security check
2. Must have the ability to work and communicate effectively with employees and the public in a professional manner
3. Must have the ability to prepare accurate documents
4. Must possess a strong character and have the ability to deal with stress
5. Must possess a valid Michigan Motor Vehicle Operators License
6. Must be proficient in Microsoft Word, Excel, and Outlook and in Google Calendar
7. Must be proficient or have the ability to quickly gain proficiency with the State of Michigan's IV-D software
8. Must be proficient with or have the ability to quickly gain proficiency with Microsoft Teams
9. Must have the ability to maintain confidential client information
10. Must have the ability to organize, process, and coordinate office work
11. Educational requirement: Graduation from an accredited community college or associate degree in business administration, administrative assistant, legal assistant, or a related field is required. Equivalent work history in a related field may also be considered.
12. Friend of the Court experience or awareness of family law functions is preferred.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.)

PHYSICAL REQUIREMENTS:

- Ability to access department files
- Ability to enter and retrieve information from computer systems
- Ability to file and carry folders and files
- Ability to access all areas of the office
- Ability to travel to courthouses in Cadillac and Lake City. Also the ability to conduct travel to other locations as necessary to obtain the requisite knowledge of area resources required to complete the functions of the position

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

WORKING CONDITIONS:

- Works in an office setting
- Exposure to clients in various emotional states, some of which may be verbally abusive or hostile

Updated: July 22, 2025



**MATERIALS MANAGEMENT PLANNING PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND WEXFORD COUNTY**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **Wexford County** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0166 of 2020**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: MMP-Wexford NNW South	Project #: PLA-25-056
Amount of grant: \$86,836.50	% of grant state 100 / % of grant federal 0
Amount of match: \$0	PROJECT TOTAL: \$86,836.50 (grant plus match)
Start Date: 3/20/2025	End Date: 12/7/2026

GRANTEE CONTACT INFORMATION:

Name/Title: Joe Porterfield/County Administrator
 Organization: Wexford County
 Address: 437 E Division St.
 City, State, ZIP: Cadillac, MI 49601
 Phone Number: 231-779-9453
 Fax Number: N/A
 E-Mail Address: jporterfield@wexfordcounty.org
 Federal ID Number (Required for Federal Funding): N/A
 Grantee DUNs/UEI Number (Required for Federal Funding): N.A
 SIGMA Vendor Number: CV0048507

STATE'S CONTACT INFORMATION:

Name/Title: Christina Miller/Materials Management Planning Specialist

Division/Bureau/Office: Materials Management Division

Address: 525 W. Allegan

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-614-7426

Fax Number: N/A

E-Mail Address: EGLE-MMP@Michigan.gov


The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature	Name/Title	Date
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FOR THE STATE:

Tracy Kecskemeti, Acting Division Director, MMD

Signature	Name/Title	Date
		

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line-item revisions less than 10% percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by Materials Management Grant, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

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PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT PROJECT SCOPE

The scope of this project is to ultimately develop and implement a Materials Management Plan (MMP). The detailed scope of work and proposed timeline for the project is included in this Agreement in Attachment C – Work Program. The detailed budget in Attachment C is for reference only. The executed budget for this project can be found in Attachment A – Grant Budget.

Grants shall be used for administrative costs for preparing, implementing, and maintaining a materials management plan (MMP), including, but not limited to, the following

- a. Development of a work program as described in subsection (4)(b) and R 299.4704 and R 299.4705 of the Michigan Administrative Code, including a prior work program.
- b. Developing an initial MMP and amending the MMP.
- c. Ensuring public participation.
- d. Determining whether new materials management facilities are consistent with the MMP.
- e. Collecting and submitting data for the database utilized by the department for materials management facility reporting purposes and evaluating data in the database for the planning area.
- f. Recycling education and outreach.
- g. Recycling and materials utilization programs.
- h. Preparation of required reports to the department
- i. MMP implementation.
- j. Efforts to obtain support for the MMP and planning process from local units of government.

NOTE: Grantee shall keep records documenting specific use of the MMP Grant funds.

COMPENSATION

Expenses related to the development of the Notice of Intent and Work Program are eligible for reimbursement from January 8, 2024, until the grant end date. Any other expenses outside of the grant period will not be reimbursable.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for the documented purchase expenditures, not to exceed the awarded grant amount. Grantees must agree to supply data related to the development and implementation of the MMP as requested by Michigan Department of Environment, Great Lakes, and Energy (EGLE)

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress

reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

TRAVEL EXPENSES

If travel expenses are included in the Budget, the Grantee must follow the State of Michigan Travel Rates found in Attachment B of this Agreement. The most recent State of Michigan Travel Rates can be found at DTMB - Travel (michigan.gov).

PURCHASE OF EQUIPMENT

The purchase of equipment not specifically listed in the Budget must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year and a true value of \$10,000 or more. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

Equipment purchases of \$10,000 or more will require the EGLE be listed on a Lien or Uniform Commercial Code (UCC) for 5 years, or until the equipment depreciates to less than \$10,000.

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be Michigan-made as a first choice, or American-made.

RECAPTURE: The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline.
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

REPORTING REQUIREMENTS

The Grantee shall submit progress reports quarterly using a reporting form provided by the Grant Manager. These reports shall be due according to the table in **Part IV** of this Agreement.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by January 31, 2027.

Quarterly progress and must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below for all tasks and funds expended during the time reporting period:

Submit the quarterly project reports using the following survey: Materials Management Planning Grants Quarterly Report Submittals Survey.

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ATTACHMENT A – GRANT BUDGET



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION
MATERIALS MANAGEMENT PLANNING PROGRAM
FINANCIAL STATUS REPORT**

Grantee / Vendor Name: Wexford County

Vendor Number: CV0048507

Project Name: MMP - NNW South - Wexford

Grant Given Number: _____

Contract Date From: 03/20/2025 To: 12/7/2026

Contact Name: Joe Porterfield Contact Number: 231-779-9453

Contact Email: jporterfield@wexfordcountv.org

Category	Category Number	Amount
Salary and Benefits	1	\$ 20,000.00
Contractual	2	\$ 60,000.00
Equipment	3	
Supplies	4	
Travel	5	
Other Direct Costs	6	\$ 6,836.50
Category Subtotal		\$ 86,836.50
INDIRECT BUDGET		Percentage
		\$ -
PROJECT BUDGET		
Total		\$ 86,836.50
MATCH BUDGET		Percentage
Total		\$ -
GRANT BUDGET		
Total		\$ 86,836.50

Retention Rate: 0%

ATTACHMENT B – STATE OF MICHIGAN TRAVEL RATES

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES FY 2025 – Effective January 1, 2025
--

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$98.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$98.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$66.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	<u>\$107.50</u>	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$66.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	<u>\$104.75</u>	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates	Current
Premium Rate	\$0.70 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

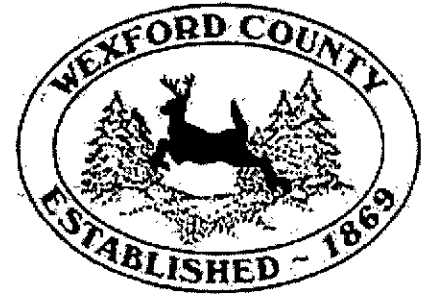
** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.concursolutions.com

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2024

Michigan Select Cities/Counties		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, MacKinac Island, Midland, Muskegon, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

ATTACHMENT C – WORK PROGRAM

COUNTY OF
manistee
MICHIGAN



Manistee-Missaukee-Wexford Multi-County Materials Management Plan Fiscal Year 2025 Work Program

Approved by the Manistee-Missaukee-Wexford Multi- County
Materials Management Planning Committee on:
March 26 2025

Approved by the Manistee County
County Approval Agency on:
April 15 2025

Approved by the Missaukee County
County Approval Agency on:
April 16 2025

Approved by the Wexford County
County Approval Agency on:
April 2 2025

EGLE ONLY FIELD			
EGLE Work Program Approval Date:	6/10/25		
Single or Multicounty Effort:	MULTICOUNTY		
Standard Grant Amount:	\$70,000/County		
Per Capita Population:	<u>Manistee</u>	<u>Missaukee</u>	<u>Wexford</u>
Total Grant Amount Allowed:	25,032	15,052	33,673
Grant Amount Requested:	\$12,516	\$7,526	\$16,836.50
Grant Amount Remaining Balance:	\$82,516.00	\$77,526	\$86,836.50
	\$0	\$0	\$0

Acknowledgements

<p>County Approval Agency Manistee County Board of Commissioners Jeff Dontz, Board Chair jeffdontz@gmail.com</p>	<p>MMP Grant Manager (Manistee) Lisa Sagala, County Administrator 415 Third Street Manistee, MI 49660 (231) 398-3504 lsagala@manisteecountymi.gov</p>
<p>County Approval Agency Missaukee County Board of Commissioners Dean Smallegan, Board Chair act@theinastore.com</p>	<p>MMP Grant Manager (Missaukee) Jessica Nielsen, County Administrator 111 S. Canal Street Lake City, MI 49651 (231) 839-4200 x 503 admin@missaukee.org</p>
<p>County Approval Agency Wexford County Board of Commissioners Gary Taylor, Board Chair gtaylor@wexfordcounty.org</p>	<p>MMP Grant Manager (Wexford) Joe Porterfield, County Administrator 437 E. Division St. Cadillac, MI 49601 (231) 779-9453 jporterfield@wexfordcounty.org</p>
<p>Designated Planning Agency Networks Northwest Mathew Cooke, Community Planner 600 East Front Street Suite 205 Traverse City, MI 49686 (231) 929-5056 mathew.cooke@networksnorthwest.org</p>	

Manistee-Missaukee-Wexford Multi-County Materials Management Planning Committee	
Regional Planning Agency Mike Szokola Networks Northwest	County Elected Official Nikki Koons Manistee County
Materials Recovery Facility Rita Meech Ms. Green <i>Alternate:</i> <i>Luke Mattison (to be appointed)</i> <i>Ms. Green</i>	Compost Facility Jason Murphy Waste Management <i>Alternate:</i> <i>Fred Sawyers</i> <i>Waste Management</i>
Township Elected Official Larry Paquette Cedar Creek Township	Business Generating Managed Materials Cory Brown Northern Disposal
City or Village Elected Official Joe Grzybowski City of Manton	Waste Diversion, Reuse, or Reduction Facility Karla Kasten-Smith BARC
Environmental Interest Group Renee Mallison Manistee Conservation District	Managed Materials Hauler Todd Harland Republic Services
Solid Waste Disposal Facility Chris Gee GFL <i>Alternate:</i> <i>Mark Bevelhymmer</i> <i>GFL</i>	
Additional Members	
Elected Official of County or Municipality (Wexford) Jason Baughn Wexford County	Member of the General Public Sherry Blazsak Missaukee County Planning Commission

Background

On January 8, 2024, the State of Michigan Department of Environment, Great Lakes, and Energy called for updated Materials Management Plans. These updates are the result of amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. The updated plans will focus on sustainable materials management, such as recycling and composting, instead of primarily disposal replacing the existing Solid Waste Plans.

Outside of being required by law, the plan updates will assure material management capacities for non-hazardous waste generated in the County, ensuring materials (think food waste, recyclables, etc.) are collected, processed, or disposed of at facilities that comply with laws and regulations. The plans will also identify and regulate criteria for the siting of all facilities, such as landfills, transfer stations, or composting facilities. Additional ways the plan assists the County include documenting existing and new infrastructure and defining the needs, goals and opportunities for materials management and facilities.

Please note that this Work Program is developed to meet Part 115 and may be amended.

Proposed Milestone Schedule

Please note that the yellow highlights denote the schedule for Fiscal Year 2025.

Proposed Milestone Schedule																				
	2024				2025				2026				2027				2028			
	Q2 Jan-Mar	Q3 Apr-June	Q4 Jul-Sep	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr-June	Q4 Jul-Sep	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr-June	Q4 Jul-Sep	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr-June	Q4 Jul-Sep	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr-June	Q4 Jul-Sep	Q1 Oct-Dec
Task																				
1. Planning Initiation	X	X	X	X																
2. Materials Management Planning Committee				X	X	X	X	X	X	X	X	X	X	X						
3. Project Administration			X	X	X	X	X	X	X	X	X	X	X	X						
4. Materials Management Planning Grant				X	X	X	X	X	X	X	X	X	X	X						
5. MMP Contract				X	X	X	X	X	X	X	X	X	X	X						
6. Plan Project Management	X	X	X	X	X	X	X	X	X	X	X	X	X	X						
7. Data Collection & Discovery Phase					X	X	X													
8. Stakeholder Engagement						X	X	X												
9. Analysis and Opportunities Phase								X	X	X										
10. Prepare Draft Materials Management Plan									X	X	X	X								
11. Plan Adoption												X	X	X						
12. Plan Implementation															X	X	X	X	X	X

Tasks

Please note that the yellow highlights denote the tasks for Fiscal Year 2025.

Task	Notes	Responsible Party	Status
1. Planning Initiation			
Plan Updates Initiated by EGLE	<i>Official planning process began on January 8th, 2024 via letter.</i>	County	Completed
Establish County Approval Agency	<p><i>At their June 18 2024 meeting, the Manistee County Board of Commissioners accepted the responsibility of the CAA.</i></p> <p><i>At their June 11 2024 meeting, the Missaukee County Board of Commissioners accepted the responsibility of the CAA.</i></p> <p><i>At their June 20 2024 meeting, the Wexford County Board of Commissioners accepted the responsibility of the CAA.</i></p>	County	Completed
Appoint Designated Planning Agency	<p><i>At their September 17, 2024 meeting, the Manistee County Board of Commissioners appointed Networks Northwest at the DPA.</i></p> <p><i>At their September 10, 2024 meeting, the Missaukee County Board of Commissioners appointed Networks Northwest at the DPA.</i></p> <p><i>At their September 18, 2024 meeting, the Wexford County Board of Commissioners appointed Networks Northwest at the DPA.</i></p>	County	Completed
Submit Notice of Intent	<p><i>Manistee County submitted their Notice of Intent on July 5, 2024.</i></p> <p><i>Missaukee County submitted their Notice of Intent on July 5, 2024.</i></p> <p><i>Wexford County submitted their Notice of Intent on July 5, 2024.</i></p>	County	Completed

Interlocal Agreement	<p>At their June 18, 2024, Manistee County Board of Commissioners approved an Interlocal Agreement to establish a multi-county Materials Management Plan with Missaukee County and Wexford County.</p> <p>At their June 11, 2024, Missaukee County Board of Commissioners approved an Interlocal Agreement to establish a multi-county Materials Management Plan with Manistee County and Wexford County.</p> <p>At their June 20, 2024, Wexford County Board of Commissioners approved an Interlocal Agreement to establish a multi-county Materials Management Plan with Manistee County and Missaukee County.</p>	County	Completed
2. Materials Management Planning Committee			
MMPC Recruitment	Recruitment of MMPC members was done through multiple communications to Local Units of Government and identified organizations that met Part 115 criteria and press releases to notice of the opportunity to apply to sit on the MMPC.	County/DPA	Ongoing
MMPC Administrative Support	Including but not limited to agenda setting, document preparation, scheduling, public noticing, recording of minutes, communications, and committee support.	DPA	Ongoing
MMPC Bylaws	The Manistee-Missaukee-Wexford Multi-County MMPC approved the MMPC bylaws at its XXXX XX, 2025 meeting.	County/DPA	In Progress
MMP Work Plan	An extension was filed for the submittal of the Work program to April 1, 2025.	DPA	In Progress
Submit Work Program for EGLE Approval	The Manistee-Missaukee-Wexford Multi-County Work Program was submitted to EGLE on XXXX XX, 2025.	DPA	Future
3. Project Administration			
MMP Webpage	In addition to the County Materials Management webpages, Networks Northwest is maintaining a Manistee-Missaukee-Wexford Multi-County Materials Management Plan webpage.	County/DPA	Ongoing
County Staff Contact	See acknowledgements.	County	Completed
Plan Development Management		DPA	Ongoing
Public Engagement Management	Determined in conjunction with the MMPC members through survey, community events, and MMPC meetings.	DPA	Ongoing
4. Materials Management Planning Grant			

Submit Grant Application	<i>Submission takes place following the approval of the Work Program.</i>	County/DPA	Future
Grant Administration	<i>DPA and County to work together for MMP grant administration.</i>	County/DPA	Ongoing
5. MMP Contract			
Contract with Consultant	<i>Networks Northwest was selected as the contractor to act as the Manistee-Missaukee-Wexford Multi-County Materials Management Plan Designated Planning Agency, manage the MMPC, and develop the MMP to meet Part 115. A contract was sign in September 2024 by all parties.</i>	County	Completed
6. Plan Project Management			
County and DPA Communications on Plan Progress	<i>Meetings between County staff and DPA as necessary. Written reports to be delivered to CAA's as process moves forward.</i>	County/DPA	Ongoing
7. Data Collection & Discovery Phase			
Previous Planning and Studies Review	<i>Collect, review, and analyze existing reports, studies, solid waste plans, etc.</i>	DPA	Future
Public Engagement and Awareness	<i>MMPC Meetings, community events, and presentations as requested.</i>	DPA	Future
Existing Conditions Analysis	<i>Evaluation of demographics, existing waste diversion, facilities, programs, educational awareness.</i>	DPA	Future
Summary of Findings		DPA	Future
8. Stakeholder Engagement			
Local Municipality Engagement	<i>Draft and release a survey for local units of government. Attend any requested local unit of government meetings.</i>	DPA	Future
Resident Engagement	<i>Draft and release a survey for residents. Identify various community events to bring awareness of MMP and collect responses from local residents</i>	DPA	Future
Hauler and Operator Engagement	<i>Draft and develop a survey for haulers and operators of managed materials.</i>	DPA	Future
Materials Engagement (Food waste, recycling, etc.)	<i>To be included in the surveys.</i>	DPA	Future
9. Analysis and Opportunities Phase			
Gap Analysis and Needs Assessment		DPA	Future
Best Management Practices Evaluation		DPA	Future
Supporting Policy and Funding Mechanism		DPA	Future

Draft Model Ordinances		DPA	Future
10. Prepare Draft Materials Management Plan			
Develop Draft Materials Management Plan		DPA	Future
Goals and Objectives		DPA	Future
Action Plan		DPA	Future
Implementation Strategy		DPA	Future
11. Plan Adoption			
MMPC Draft MMP Approval		DPA	Future
60-Day Public Comment Period and Public Hearing		DPA	Future
Plan Revisions		DPA	Future
MMP adopted by CAA		County/DPA	Future
Cities, Villages, and Townships Approval of MMP		DPA	Future
MMP Submission for EGLE Final Approval		DPA	Future
12. Plan Implementation			
Goals and Objectives Workplan		County/DPA	Future
New Program Development or Enhancement		County/DPA	Future
Funding		County/DPA	Future
Education and Outreach		County/DPA	Future
Data Collection, Updates and Maintenance		County/DPA	Future
Partnerships and Collaboration		County/DPA	Future

Public Participation

The Manistee-Missaukee-Wexford Multi-County Materials Management Planning Committee is scheduled to meet on the Fourth Wednesday of each month at 10:00am, unless otherwise notified with meeting locations rotating between the Manistee, Missaukee, and Wexford County Government Centers. Meeting agendas contain two opportunities for public comment. Additional public input opportunities will be presented in community events, requested local units of government meetings, and planning area surveys.

In addition to information on the respective County webpages, Networks Northwest maintains a Manistee-Missaukee-Wexford Multi-County MMP Resource Webpage (nwm.org/MMP) with meeting information and planning process documents as they are developed.

Projected meeting dates for Fiscal Year 2025 are:

- Wednesday, February 26, 2025 – Manistee County
- Wednesday, March 26, 2025 – Missaukee County
- Wednesday, April 23, 2025 – Wexford County
- Wednesday, May 28, 2025 – Manistee County
- Wednesday, June 25, 2025 – Missaukee County
- Wednesday, July 23, 2025 – Wexford County
- Wednesday, August 27, 2025 – Manistee County
- Wednesday, September 24, 2025 – Missaukee County

Costs

5 Year Projected Revenues

<i>Five (5) Year Projected Materials Management Planning Grant Revenues Received by Manistee, Missaukee, and Wexford County for MMP Planning and Implementation</i>		
Per County	Amount	Man-Mis-Wex Multicounty
Base Amount	\$ 60,000 per County per year	\$ 180,000.00
Multi-County Planning Bonus	\$ 10,000 per County per year	\$ 30,000.00
Per Capita Multiplier (for first three years)	\$.50 per resident	\$ 36,878.50
<i>2020 Census Populations Manistee – 25,032 Missaukee - 15,052 Wexford - 33,673 Total - 73,757</i>		
<i>Years 1, 2, and 3 Subtotal</i>		\$ 740,635.50
<i>Years 4 and 5 Subtotal</i>		\$ 420,000.00
MMP 5 Year Total		\$ 1,160,635.50

FY 25 Projected Revenues

<i>FY 25 Projected Materials Management Planning Grant Revenues Received by <u>Manistee County</u> for MMP Planning and Implementation</i>	
Base Amount - per year	\$ 60,000.00
Multi-County Planning Bonus	\$10,000.00
Per Capita Bonus (for first three years) .50¢ per capita	\$ 12,516.00
<i>2020 Manistee County Census Population – 25,032</i>	
FY 25 Total	\$ 82,516.00

<i>FY 25 Projected Materials Management Planning Grant Revenues Received by <u>Missaukee County</u> for MMP Planning and Implementation</i>	
Base Amount - per year	\$ 60,000.00
Multi-County Planning Bonus	\$10,000.00
Per Capita Bonus (for first three years) .50¢ per capita	\$ 7,526.00
<i>2020 Missaukee County Census Population – 15,052</i>	
FY 25 Total	\$ 77,526.00

<i>FY 25 Projected Materials Management Planning Grant Revenues Received by <u>Wexford County</u> for MMP Planning and Implementation</i>	
Base Amount - per year	\$ 60,000.00
Multi-County Planning Bonus	\$10,000.00
Per Capita Bonus (for first three years) .50¢ per capita	\$ 16,836.50
<i>2020 Wexford County Census Population - 33,673</i>	
FY 25 Total	\$ 86,836.50

FY 25 Expenditures

FY 25 Materials Management Planning Grant Expenditure Budget for MMP Planning and Implementation	
Task	Amount
Manistee County Expenses <i>*Contractual Services - \$60,000.00</i> <i>Staff Time - \$17,000.00</i> <i>Meeting Expenses - \$3,264.00</i> <i>Contingency - \$2,252.00</i>	\$ 82,516.00
Missaukee County Expenses <i>*Contractual Services - \$60,000.00</i> <i>Staff Time - \$12,000.00</i> <i>Meeting Expenses - \$3,774.00</i> <i>Contingency - \$1,752.00</i>	\$ 77,526.00
Wexford County Expenses <i>*Contractual Services - \$60,000.00</i> <i>Staff Time - \$20,000.00</i> <i>Meeting Expenses - \$4,152.85</i> <i>Contingency - \$2,683.65</i>	\$ 86,836.50
<i>*Contractual Services includes but is not limited to Materials Management Plan Development to Meet Part 115, MMP Process Administration, MMPC Facilitation and Administration, Public Engagement, Meeting Notices, and Approval Process</i>	
Total Expenses	\$ 245,378.50

Staffing

<u>Position</u>	<u>FTE</u>	<u>Responsibilities</u>
Networks Northwest (DPA)		Listed in Work Program Tasks
Manistee County Staff		Listed in Work Program Tasks
Missaukee County Staff		Listed in Work Program Tasks
Wexford County Staff		Listed in Work Program Tasks



MATERIALS MANAGEMENT PLANNING PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND WEXFORD COUNTY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **Wexford County** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0166 of 2020**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: MMP-Wexford NNW South	Project #: PLA-25-056
Amount of grant: \$86,836.50	% of grant state 100 / % of grant federal 0
Amount of match: \$0	PROJECT TOTAL: \$86,836.50 (grant plus match)
Start Date: 3/20/2025	End Date: 12/7/2026

GRANTEE CONTACT INFORMATION:

Name/Title: Joe Porterfield/County Administrator
Organization: Wexford County
Address: 437 E Division St.
City, State, ZIP: Cadillac, MI 49601
Phone Number: 231-779-9453
Fax Number: N/A
E-Mail Address: jporterfield@wexfordcounty.org
Federal ID Number (Required for Federal Funding): N/A
Grantee DUNs/UEI Number (Required for Federal Funding): N.A
SIGMA Vendor Number: CV0048507

STATE'S CONTACT INFORMATION:

Name/Title: Christina Miller/Materials Management Planning Specialist

Division/Bureau/Office: Materials Management Division

Address: 525 W. Allegan

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-614-7426

Fax Number: N/A

E-Mail Address: EGLE-MMP@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature	Name/Title	Date
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FOR THE STATE:

Tracy Kecskemeti, Acting Division Director, MMD

Signature <i>jm</i>	Name/Title	Date
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