



Wexford County

EXECUTIVE COMMITTEE

Gary Taylor, Chair

NOTICE OF MEETING

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, September 8, 2020, beginning at 4:00 p.m. in the Historic Courthouse, 437 E. Division, Commissioners' Room, third floor, Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE AUGUST 11, 2020 REGULAR MEETING MINUTES 1
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Discussion on Current Litigation Matters
 - 2. Cedar Creek Water System
 - a. Infrastructure Alternatives Monthly Report (*Bob Polanic, Project Manager*) 4
 - 3. Fair Board MOU – End Loader 5
- H. CORRESPONDENCE
 - 1. EGLE – New Drinking Water Requirements..... 11
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD
EXECUTIVE COMMITTEE MEETING
MEETING MINUTES
August 11, 2020

E.

The meeting was called to order by Chairman Taylor at 4:00 p.m., in the WEX Auditorium, 1320 N. Mitchell, Cadillac, Michigan, 49601.

Members Present: Gary Taylor, Chair; Mike Bengelink and Mike Musta

Members Absent: Julie Theobald

Also Present: Norma Kijorski, Senior Executive Assistant; Janet Koch, County Administrator; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Bob Polanic, Infrastructure Alternatives Inc.; Joe Porterfield, Equalization Director; City/Township Representation, Antioch, Cedar Creek, Cherry Grove, City of Cadillac, Clam Lake, Liberty; Members of the Public

ADDITIONS OR DELETIONS TO THE AGENDA

None.

APPROVAL OF THE AGENDA

A motion was made by Musta and supported by Bengelink to approve the Agenda, as presented. A vote was requested. Motion passed unanimously.

APPROVAL OF THE MINUTES

A motion was made by Bengelink and supported by Musta to approve the July 14, 2020, Regular Meeting Minutes. A vote was requested. Motion passed unanimously.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Discussion on Current Litigation Matters

Ms. Janet Koch reported the following:

- The Rafaeli case was not decided in favor of the counties. Plaintiff's attorney has filed a notice in the US Court of Appeals.
- The Maynard & Grainger cases have many questions still unanswered.
- The McKay case is a complaint about the notification process. MMRMA denied coverage. The County is a co-plaintiff.
- Regarding the opioid litigation, the US District Judge rejected a motion to dismiss. A trial is scheduled for May of next year.
- Still no information from the State on the discrimination complaint.

G.2. a. Cedar Creek Water System

Infrastructure Alternatives Inc. (IAI) Monthly O&M Report for July 2020-Mr. Bob Polanic reported the following:

- The leak was repaired at a residence. A pin hole leak was detected, and the suspected cause was a lightning strike. The water heater was also destroyed.
- The loss of water should show a significant reduction next month with the leak being repaired.

G.3. Interlocal Agreement – Property Assessing Reform

Mr. Joe Porterfield, Equalization Director, welcomed all representatives from the City and Townships.

He explained that Property Assessing Reform, Public Act 660 of 2018, has significant changes. Mr. Porterfield stated that the townships and Wexford County did an amazing job on the Audit of Minimum Assessment Requirements or AMAR. It was stated that Wexford County is the gold standard for future audits.

Mr. Porterfield explained that PA 660 requires the Board of Review to attend training. PA 660 also requires the BOC to appoint a Designated Assessor. A Designated Assessor must have an advance or master level certification. This assessor will take the place of a township assessor if that township does not pass an audit. This assessor will be the Designated Assessor for a period of five years. Mr. Porterfield inquired with the other assessors in the county and no one is willing to assume the position of a Designated Assessor. However, Mr. Porterfield is willing to assume this position. There will be no cost to the townships for Mr. Porterfield to assume the position unless a township fails an AMAR.

He explained that an interlocal agreement between the County and city/townships is required by PA 660 and must be in place by the end of 2020. A majority of the townships, (10) will be needed to approve the interlocal agreement. A township resolution will be needed to support the interlocal agreement. The State is developing a template.

Mr. Porterfield explained that the revised public act also states that each township must have assessing information on the internet. It was stated that the Equalization Department is prepared to display this information for the townships on the County website so that the townships do not incur additional costs.

Mr. Porterfield fielded questions from the audience.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Ms. Janet Koch thanked Mr. Porterfield for the presentation. She stated that she hopes to attend township meetings with Mr. Porterfield.

She stated that if there is another last-minute change of venue for the Board meetings, all BOC members will be notified by a phone call.

Ms. Koch cited she met the Airport Manager, Steve Bujalski, through email communication. He inquired about loans/grants for the airport and she gave him information on USDA Community Facilities along with some contract information. He also stated that he is excited for the new opportunity and to be in Cadillac.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

Comm. Bengelink mentioned that there is no “for sale” sign on the jail property.

CHAIR COMMENTS

Chairman Taylor thanked all for attending the meeting.

ADJOURN

A motion was made by Bengelink and supported by Musta to adjourn at 4:24 p.m. A vote was called. All in favor.

Gary Taylor, Chair

Norma Kijorski, Recording Secretary

DRAFT



**INFRASTRUCTURE
ALTERNATIVES, INC.**

G.2.a.

Monthly Operations & Maintenance Report

September 8, 2020

Report for Month: August, 2020
Location: Wexford County
Facilities: Cedar Creek Water Plant & Distribution System
Operator in Charge: Bob Polanic, Project Manager

Emergency Call-outs/Customer Complaints

- N/A

Significant Events:

- N/A

Preventive Maintenance:

- IAI staff continues to regularly check chlorine residuals throughout the water system.

Facilities Data for the Month

Production at Well House	497,600 gallons
Metered Usage (Includes Flushing Hydrants)	470,411 gallons
Metered Reversal Flow at Well House	22,960 gallons
Metered Flushing	0 gallons
Difference (% Loss)	4,229 gallons (0.85%)



BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Executive Committee
FROM: Janet Koch, Administrator
FOR MEETING DATE: September 8, 2020
SUBJECT: Memorandum of Understanding (MOU) – End Loader

SUMMARY OF ITEM TO BE PRESENTED:

The County and the Northern District Fair Association, NDFA, are parties to an MOU regarding the payments for the end loader used at the Wexford Civic Center which was purchased in June of 2018. The Fair Board agreed to buy a half interest in the loader, at \$11,000. See attached agreement.

In 2019, NDFA requested a change in the date of the payments due to the County from July 1, 2019 and July 1, 2020 to September 15, 2019 and September 15, 2020. A MOU was signed by both parties and is attached for review.

Since the disruption by COVID-19, NDFA determined that the fair should be canceled for this year. Since there is no fair, finances have been reduced significantly. The County and the NDFA have always had a good working relationship and a new draft MOU requesting the second payment of \$5,500 due on September 15, 2021 is attached for review.

RECOMMENDATION:

If the draft MOU reflecting the change in the second payment date of September 15, 2021 is acceptable, send it to the full board for approval.

MEMORANDUM OF UNDERSTANDING

This Memorandum is made and entered into on the date set forth below, by and between the County of Wexford (County) and Northern District Fair Association (NDFA).

- 1) The County and NDFA are parties to an Agreement for the Purchase and Sale of Interest in Front End Loader dated June 20, 2018.
- 2) NDFA submitted the first installment on September 5, 2019 in the amount of \$5,000 leaving a balance of \$6,000 due on September 15, 2020.
- 3) Beginning March of 2020, the COVID-19 pandemic altered how businesses operated and the Governor of Michigan enacted the MI Safe Start Plan which prohibited public gatherings.
- 4) The NDFA determined it was in the best interest of the public not to hold its annual fair. Without the revenue from the annual fair, NDFA is unable to fulfill its payment obligation.
- 5) The County is extending the due date of the September 15, 2020 payment to September 15, 2021. This extension of the second and final payment is the result of the disruption by COVID-19.
- 6) The parties intend by this Memorandum of Understanding to confirm that the cooperation of the County in undertaking this request does not waive or release either NDFA or the County from any of their respective obligations under, or the right of the other party to future enforcement of breaches of, the Warranty Deed dated July 26, 1974.

**COUNTY OF WEXFORD
BOARD OF COMMISSIONERS**

Dated: _____

Gary Taylor, Chairperson

Dated: _____

Alaina M. Nyman, County Clerk

**NORTHERN DISTRICT FAIR
ASSOCIATION**

Dated: _____

By: _____
Name, Title

ORIGINAL

MEMORANDUM OF UNDERSTANDING

This Memorandum is made and entered into on the date set forth below, by and between the County of Wexford (County) and Northern District Fair Association (NDFA).

- 1) The County and NDFA are parties to an Agreement for the Purchase and Sale of Interest in Front End Loader dated June 20, 2018.
- 2) NDFA is requesting a change in the date of the payments due to the County by NDFA from July 1, 2019 and July 1, 2020 to September 15, 2019 and September 15, 2020.
- 3) The parties intend by this Memorandum of Understanding to confirm that the cooperation of the County in undertaking this request does not waive or release either NDFA or the County from any of their respective obligations under, or the right of the other party to future enforcement of breaches of, the Warranty Deed dated July 26, 1974.

Dated: 5/15/2019

COUNTY OF WEXFORD
BOARD OF COMMISSIONERS

Gary Taylor
Gary Taylor, Chairperson

Dated: 5/15/2019

Alaina M. Nyman
Alaina M. Nyman, County Clerk

NORTHERN DISTRICT FAIR
ASSOCIATION

Dated: 5/16/2019

By: Ted Meyer
Ted Meyer, Chairperson

**AGREEMENT
FOR PURCHASE AND SALE OF INTEREST IN FRONT END LOADER**

THIS AGREEMENT is made and entered this 20th day of June 2018, by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan, of 437 E. Division St., Cadillac, MI 49601 (hereafter, the "County") and THE NORTHERN DISTRICT FAIR ASSOCIATION, a Michigan non-profit corporation, of P.O. Box 131, Cadillac, MI 49601 (hereafter, the "Fair").

WITNESSETH:

WHEREAS, Wexford County owns a 1997 John Deere Front End Loader, Model 544G-TC, VIN DW544GB542349 (hereafter, "the Equipment"); and

WHEREAS, the Fair has need for the use of the Equipment at the Wexford County Fairgrounds in Haring Township, and is willing to share the cost of the Equipment with the County; and

WHEREAS, the County is willing to sell the Fair a one-half ownership interest in the Equipment, and allow the Equipment to be used by the Fair on the Fairgrounds property.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained,

IT IS HEREBY MUTUALLY AGREED, as follows:

I. PURCHASE AND SALE OF EQUIPMENT. The County agrees to sell, and the Fair agrees to buy, as personal property, a one-half interest in the Equipment, for the total sum of Eleven Thousand and No/100 Dollars (\$11,000.00), which sum is to be paid in two annual installments of Five Thousand Five Hundred Dollars (\$5,500.00) each, payable on July 1, 2019, and July 1, 2020. The Fair shall not be considered to have any ownership interest in the Equipment until the total compensation is paid. Upon payment of the total compensation, the Fair shall be considered to have a one-half ownership interest in the Equipment.

II. USE OF EQUIPMENT. Upon the execution of this Agreement by both parties, the County shall transfer possession of the Equipment to the Fair, for its non-exclusive use on Fairgrounds property only. The County shall have the right to use the Equipment for County purposes at any time and in any location upon reasonable notice to the Fair.

III. MAINTENANCE AND REPAIR. Upon the transfer of possession of the Equipment from the County to the Fair, the Fair shall have sole responsibility for all necessary maintenance and repair of the Equipment, at the Fair's expense.

IV. INSURANCE. The County shall be responsible to obtain and maintain adequate insurance coverage on the Equipment, at the County's expense.

V. **DISPOSITION OF EQUIPMENT.** When the Fair no longer has use for the Equipment, or when the Equipment itself is no longer usable, the parties shall dispose of the Equipment by mutual agreement, and share equitably in any net sale proceeds based upon each party's ownership interest in the Equipment.

VI. **AGREEMENT TERM.** This Agreement shall become effective on the date on which it is fully signed by the authorized representatives of the County and the Fair, and shall remain in effect until the Equipment is finally disposed of, and any sales proceeds distributed.

VII. **CIVIL RIGHTS.** The parties mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. A breach of this covenant shall be regard as a material breach of the Agreement.

VIII. **WAIVERS.** No failure or delay on the part of either the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XIX. **AGREEMENT MODIFICATIONS.** All modifications to this Agreement must be mutually agreed upon by the parties and incorporated into written amendments to this Agreement, and signed by their duly authorized representatives.

X. **GOVERNING LAW, AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement 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 Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Northern Division.

XI. **DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XII. **COMPLETE AGREEMENT.** This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind

any of the parties hereto.

XIII. SEVERABILITY. If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder or this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement, shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

XIV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereunto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have fully executed this instrument on the day and year first above written.

COUNTY OF WEXFORD

By: Leslie D. Housler 8/31/18
Leslie Housler, Chairperson Date
County Board of Commissioners

THE NORTHERN DISTRICT FAIR ASSOCIATION

By: Theodore R Meyer 9/29/2018
(Signature) Date

THEODORE R MEYER
(Print Name)

Its: PRESIDENT
(Title)



STATE OF MICHIGAN
 DEPARTMENT OF
 ENVIRONMENT, GREAT LAKES, AND ENERGY
 LANSING

H.1.



GRETCHEN WHITMER
 GOVERNOR

LIESL EICHLER CLARK
 DIRECTOR

Received by Wexford County

AUG 17 2020

Administration Office

TO: Public Water Supply Owners and Operators
 FROM: Drinking Water and Environmental Health Division
 DATE: August 10, 2020
 SUBJECT: Notification of New Drinking Water Requirements for Per- and Polyfluoroalkyl Substances (PFAS)

This memo is to advise community and *nontransient* noncommunity water supplies of recently enacted revisions to the administrative rules promulgated under the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399). These changes specifically address per- and polyfluoroalkyl substances (PFAS) in drinking water.

Beginning August 3, 2020, monitoring and compliance with maximum contaminant levels (MCL) for PFAS will be required for community and nontransient noncommunity water supplies. The PFAS rules establish MCLs for seven PFAS compounds as well as monitoring and reporting requirements, best available treatment techniques for PFAS reduction, and laboratory certification criteria.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) is responsible for implementing Act 399 at community water supplies, and it partners with local health departments for implementation at noncommunity water supplies.

How do these rule changes affect my water supply?

Your water supply will now be required to sample for PFAS on either a quarterly or annual basis and comply with the established MCLs. These samples must be taken from the entry point to the distribution system. This is the same location as your other entry point samples (such as routine metals, volatile and synthetic organics, etc.). Community water supplies that purchase finished water that is sampled for PFAS by the seller may not be required to conduct PFAS sampling.

When will my water supply be required to begin sampling?

Some supplies will be required to sample during the first full quarter after the rules take effect. Other supplies will be required to sample within the first six months. Initial sampling frequency will be based on sample results from Michigan’s 2018/2019 Statewide PFAS Survey, if available. In the coming weeks, you will receive separate notification detailing your water supply’s specific sampling requirements.

How often will my water supply be required to sample?

Your ongoing sampling frequency will be quarterly or annual and will depend on the levels of PFAS detected in your water samples.

- Quarterly sampling is required at locations where there is a detectable concentration of a regulated PFAS compound unless EGLE has determined the water supply is reliably and consistently below the MCL.
- Annual sampling is required at locations where there is no detectable concentration of any regulated PFAS compounds or if EGLE has determined the location is reliably and consistently below the PFAS MCL(s).

How do I collect PFAS samples and where do I have them analyzed?

Because PFAS compounds can be found in many common household goods and personal care products, special care must be taken during sampling to avoid cross-contamination. Be sure to review all sample instructions provided by the laboratory and visit the website listed below for an instructional video and written guidance on sample collection.

For PFAS samples to be accepted for compliance, they must be sent to a laboratory certified to analyze for PFAS. Visit the website listed below for a list of laboratories certified for PFAS.

Where can I find additional information?

EGLE strongly encourages you to learn more about the PFAS rules and how they impact your water supply. Please review the attached new rule requirement reference guide. Also visit EGLE's website at Michigan.gov/PFASDrinkingWaterRules.

You will be receiving system-specific PFAS sampling information soon. Community water supplies with questions should contact their EGLE district engineer or analyst; noncommunity water supplies should contact their local health department.

Attachment



PFAS DRINKING WATER RULES

QUICK REFERENCE GUIDE

OVERVIEW OF THE RULES

- TITLE:** Per- and Polyfluoroalkyl Substances (PFAS) Rules
- PURPOSE:** Increase public health protection through testing and reducing exposure to PFAS in drinking water.
- DESCRIPTION:** The PFAS rules establish maximum contaminant levels (MCL) for seven different substances and allow for greater protection of public health and the environment.
- APPLICABILITY:** The PFAS rules apply to all community and nontransient noncommunity water supply supplies. Provisions exist for monitoring of other regulated public water supply classifications.

PUBLIC HEALTH BENEFITS

Implementation of the PFAS rules will:

- Establish enforceable standards for seven PFAS compounds.
- Improve public health by limiting exposure to PFAS in drinking water.
- Provide better understanding of where sources of PFAS contamination exist and how they are impacting drinking water.

MONITORING REQUIREMENTS

FIRST SIX MONTHS FOLLOWING RULE PROMULGATION

Supplies that must sample between October 1 and December 31, 2020:

- Any supply with one or more samples taken as part of Michigan's 2018/2019 Statewide PFAS Survey with results greater than 50 percent of a PFAS MCL.
- Any supply with one or more sampling points that was not sampled as part of Michigan's 2018/2019 Statewide PFAS Survey.

Supplies that must sample before February 3, 2021:

- Any supply with samples taken as part of Michigan's 2018/2019 Statewide PFAS Survey with no detection(s) or detection(s) less than or equal to 50 percent of a PFAS MCL.

INITIAL MONITORING FOR NEW WATER SUPPLIES OR SOURCES

- New supplies or supplies using a new source of water must demonstrate compliance with the MCLs before serving water to the public.
- In addition, supplies must sample beginning the first full quarter following initiation of operations.

ONGOING MONITORING

Quarterly Monitoring:

- Supplies must sample quarterly if a contaminant is detected above the reporting limit in any sample or if the supply is out of compliance with an MCL.

- Reduced monitoring may be available if it is determined the supply is reliably and consistently below the MCL.

Annual Monitoring

- The Department may reduce a supply to annual monitoring if results of monitoring conducted after rule promulgation are below reporting limits or if the supply is determined to be reliably and consistently below the MCLs.

REPORTING REQUIREMENTS

- Sample results must be reported to the department within the first ten days of the month following the month that results were received or within the first ten days following the end of the monitoring period, whichever is sooner.

MCL COMPLIANCE DETERMINATION

- Compliance with an MCL is based on a running annual average at each sampling point.
- Unless fewer samples cause the running annual average to exceed the MCL, a supply will not be in violation of an MCL until it has completed one year of quarterly sampling.
- If a supply does not collect all required samples, compliance will be based on the running annual average of the samples collected.

NON-COMPLIANCE

Monitoring Violation

- If a supply fails to monitor as required, Tier 3 public notification must be issued within 12 months and repeated annually until the violation is resolved.

MCL Violation

- If a supply is determined to be in violation of a PFAS MCL, Tier 2 public notification must be issued within 30 days and repeated every three months until the violation is resolved.

REGULATED PFAS AND ASSOCIATED MCLs

Contaminant	MCL (ng/L)*
Perfluorononanoic acid (PFNA)	6
Perfluorooctanoic Acid (PFOA)	8
Perfluorooctane Sulfonic Acid (PFOS)	16
Perfluorohexane Sulfonic Acid (PFHxS)	51
Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)	370
Perfluorobutane Sulfonic Acid (PFBS)	420
Perfluorohexanoic Acid (PFHxA)	400,000

*ng/L = Nanogram/liter

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.