



Wexford County

## BOARD OF COMMISSIONERS

Gary Taylor, Chair

### **NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, December 15, 2021 beginning at 4:00 p.m. in the Commissioners' Room of the Historic Courthouse in Cadillac, MI, 49601.

### **PUBLIC PARTICIPATION**

The meeting can be attended in person or by any one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 749 610 4141#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on "Join a Meeting." Join using Meeting ID 749 610 4141.
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 749 610 4141.

### **TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
  - 1. Larry Walsh – Fair Board President .....1

#### H. PUBLIC COMMENTS

*The Board welcomes all public input.*

#### 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 December 1, 2021, Regular Meeting Minutes .....2

#### J. AGENDA ITEMS

- 1. Monumentation Surveyor Agreements *(Finance & Appropriations)* .....5
- 2. Peer Review Surveyor Agreements *(Finance & Appropriations)* .....18
- 3. Register of Deeds – Book Scanning Project *(Finance & Appropriations)* .....31

4.	FY 2022 Snowmobile Law Enforcement Grant <i>(Finance &amp; Appropriations)</i> .....	43
5.	Year End Budget Adjustments <i>(Finance &amp; Appropriations)</i> .....	46
6.	MSUE Agreement for Services <i>(Executive)</i> .....	47
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a.	Resolution 21-34 State-Local Government Intrastate Agreement .....	54
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8.	Extension of Option to Purchase Old Jail <i>(Executive)</i> .....	84
9.	Resolution 21-36 Public Act 152 Health Care Requirements <i>(Executive)</i> .....	85
10.	Budget Amendments	
K.	ADMINISTRATOR’S REPORT	
L.	CORRESPONDENCE	
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M.	PUBLIC COMMENTS	
N.	LIAISON REPORTS	
O.	BOARD COMMENTS	
P.	CHAIR COMMENTS	
Q.	ADJOURN	

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** THE NORTHERN DISTRICT FAIR ASSOCIATION  
**FOR MEETING DATE:** DECEMBER 15, 2021  
**SUBJECT:** NEW FAIR BOARD PRESIDENT

**SUMMARY OF ITEM TO BE PRESENTED:**

Ashley Walsh, wife of newly appointment Larry Walsh will be introducing Larry to the Board of Commissioners, due to Larry having work commitments.

Larry Walsh is the newly appointment Fair Board President. He was appointment in November 2021 and his term runs for one year. Larry currently resides in McBain but has been an avid supporter of the Cadillac Community for many years. Larry started as a volunteer for the Northern District Fair and through the years he progressed from volunteer to director, to the Vice President last year, and now onto the President of the Fair Board. Larry would like to pass onto the board that he hopes to strengthen the community support and to bring new and exciting events to the 2022 fair.

**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Regular Meeting \* Wednesday, December 1, 2021

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

Roll Call: Present- Commissioners Joseph Hurlburt, Mike Musta, Ben Townsend, Mike Bengelink, Michael Bush, Julie Theobald (appeared virtually), Gary Taylor, Judy Nichols, and Brian Potter.

Absent- *None*.

Pledge of Allegiance.

**Additions/Deletions to the Agenda-** *None*.

**Approval of the Agenda**

**MOTION** by Comm Musta, seconded by Comm Bush to approve the agenda.

All in Favor.

**Employee Recognition-** *None*.

**Presentation and Reports-** *None*.

**Public Comment-** *None*.

**Consent Agenda**

1. Approval of the November 17, 2021 Regular Meeting Minutes
2. Appointments to Standing and Special Committees

**MOTION** by Comm Bengelink, seconded by Comm Potter to approve the Consent Agenda.

All in favor.

**Agenda Items**

1. POAM-Non 312 Collective Bargaining Agreement

**MOTION** by Comm Bengelink, seconded by Comm Bush to approve Resolution 21-33 to ratify the Tentative Agreement for the POAM-Non 312 Unit.

Roll Call: Motion passed 9-0.

2. Resolution 21-31 Extending Appreciation to Kent Myers

**MOTION** by Comm Bengelink, seconded by Comm Bush to approve Resolution 21-31 Extending Appreciation for Kent Myers' Dedicated Service.

Roll Call: Motion passed unanimously.



3. Resolution 21-32 COVID-19 Extended Leave

**MOTION** by Comm Hurlburt, seconded by Comm Potter to approve Resolution 21-32 Temporary COVID-19 Leave Benefits.

**Roll Call: Motion approved unanimously.**

4. Non-Union Wages

**MOTION** by Comm Potter, seconded by Comm Bush to approve wage increases for full time and part time non-union employees and elected officials that mirror the 2022-2024 union contracts.

One Commissioner questioned if the money was there to cover this expense. It was stated that it is.

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

5. ORV Grant Application

**MOTION** by Comm Bengelink, seconded by Comm Bush to approve the FY2022 ORV Grant Agreement.

**Roll call: Motion passed unanimously.**

6. Equalization Director 2022/2023 Wage Increase

**MOTION** by Comm Nichols, seconded by Comm Musta to approve 2022 wage increase in the amount of \$4,950 and 2023 wage increase in the amount of \$7,151.50 for the Equalization Director.

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

7. Budget Amendment

**MOTION** by Comm Musta, seconded by Comm Hurlburt to approve the budget amendment dated 12/1/2021

12/1/2021

**Wexford County Board of Commissioners  
Amendments to the 2021 Budget**

<b>Adj #</b>	<b>Acct</b>	<b>Acct Description</b>	<b>Revenue</b>	<b>Expense</b>
20211201	<b>274.000.390.00</b>	Fund Balance	\$11,000	
	<b>274.000727.00</b>	Office Supplies		\$
	MSUE Moving Costs.			11,000

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

**Administrator's Report-**

Administrator Koch provided a written report, as well as addressed the Board explaining the odd meeting schedule for the month. She also thanked the Board for approving the non-union wages and the extended COVID leave.

**Correspondence-**

1. Northern Michigan Regional Entity

**Public Comments-** *None.*

**Liaison Reports-**

Comm Musta attended an Area Agency on Aging virtual meeting. They have a new director starting this month.

**Board Comments-**

Comm Bengelink read a quote from Ronald Reagan.

Comm Theobald thanked everyone for hanging in there with her as she deals with her sickness. She appreciates being able to appear virtually and having her district included.

Comm Nichols welcomed back the Clerk.

Comm Potter stated it was nice to see the Clerk back. He also added "Go Blue!"

Comm Hurlburt welcomed the Clerk back in person because he knew she was working the whole time.

**Chairman's Comments-**

Comm Taylor congratulated Joe Porterfield on his increase. He also welcomed the Clerk back and thanked everyone for attending.

**Adjourn**

**MOTION** by Comm Hurlburt, seconded by Comm Potter to adjourn at 4:08 p.m.

**All in favor.**

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Gary Taylor, Chairperson

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Alaina Nyman, County Clerk

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance & Appropriations  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** Monumentation Surveyor Agreements

**SUMMARY OF ITEM TO BE PRESENTED:**

The annual Remonumentation Grant from the State of Michigan covers the cost of monumentation surveyors. Agreements for Atwell and Brent Clough to perform monumentation services in accordance with Act 345 of 1990 are presented for consideration.

**RECOMMENDATION:**

The Finance and Appropriations Committee recommends the full board approval of both Professional Services Agreements for Monumentation Surveyors.

PROFESSIONAL SERVICES AGREEMENT  
(2022)

This AGREEMENT made as of January 7, 2022 between

**WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN**

**OWNER,**

and

ATWELL, 7192 E. 34 ROAD, SUITE 4, CADILLAC MI 49601

**MONUMENTATION SURVEYOR**

**SECTION 1 – ASSIGNMENT**

- 1.1\_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.
- 1.2\_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

**SECTION 2 – BASIC SERVICES**

- 2.1 **MONUMENTATION SURVEYOR** shall perform the following services:
- 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.
- 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.
- 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.
- 2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.
- 2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

### **SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the county grant representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
  - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
  - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

### **SECTION 4 – PERIOD OF SERVICE**

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

### **SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

### **SECTION 6 – INSURANCE**

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman's Compensation	as required by law
	Professional Liability	\$1,000,000
	(Insured must comply with Wexford County Policy C-8.0)	

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

**OWNER**

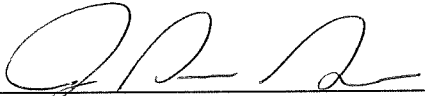
**MONUMENTATION SURVEYOR**

**ATWELL**

7192 E 34 ROAD, SUITE 4  
CADILLAC, MI 49601

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Wexford County Chairman,  
Gary Taylor



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Signature of authorized representative,  
J. DEAN GEERS

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Date

12-1-2021  
Date

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**ATWELL**  
**(2022)**

**Dated: 10/15/2021**

**ASSIGNMENT**

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

**Atwell – 18 Corners**

Greenwood Township – T24N, R10W

A-4 (common to M-4, T24N, R11W)  
B-1 (common to B-13, T25N, R10W), B-3  
C-1 (common to C-13, T25N, R10W), C-2  
D-1 (common to D-13, T25N, R10W)  
E-1 (common to E-13, T25N, R10W), E-2  
F-1 (common to F-13, T25N, R10W)  
G-1 (common to G-13, T25N, R10W), G-2  
H-1 (common to H-13, T25N, R10W), H-3  
I-1 (common to I-13, T25N, R10W), I-2, I-3, I-4  
L-7

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2022
- Complete **ASSIGNMENT** by December 11, 2022

**PAYMENT**

When research is complete	\$ 200.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 900.00 per corner

**Per Corner Fee - \$ 1,100.00**  
**Total 18 Corners - \$ 19,800.00**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IMA, Inc. - Wichita Division PO Box 2992 Wichita KS 67201	<b>CONTACT NAME:</b> IMA Wichita Team	<b>PHONE (A/C, No, Ext):</b> 316-267-9221	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> certs@imacorp.com		
<b>INSURED</b> Atwell LLC Two Towne Sq Ste 700 Southfield MI 48076-3737	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Old Republic Insurance Company		24147
	INSURER B : The Continental Insurance Company		35289
	INSURER C : National Fire & Marine Insurance Company		20079
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES****CERTIFICATE NUMBER:** 2080215073**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY31246021	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Proj/Loc Aggregate \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31245921	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE6011536932	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31246121	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution Liability			42EPP30381305	3/1/2021	3/1/2022	Per Claim \$10,000,000 Aggregate \$10,000,000 Per Claim Retention \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation does not include Ohio statutory coverage.

Employers Liability limits include Stop Gap Coverage for the State of Ohio, subject to the policy terms and conditions.

Re: Wexford County Project.

**CERTIFICATE HOLDER****CANCELLATION**

Wexford County 437 E Division St Cadillac MI 49601-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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PROFESSIONAL SERVICES AGREEMENT  
(2022)

This AGREEMENT made as of January 7, 2022 between

**WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN**

**OWNER,**

and

**BRENT CLOUGH 1411 E M-55 CADILLAC MI 49601**

**MONUMENTATION SURVEYOR**

**SECTION 1 – ASSIGNMENT**

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- 1.2\_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

**SECTION 2 – BASIC SERVICES**

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and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

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  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
  - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
  - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

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	Automobile	\$1,000,000
	Workman's Compensation	as required by law
	Professional Liability	\$1,000,000
	(Insured must comply with Wexford County Policy C-8.0)	

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
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- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
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This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

**OWNER**


**MONUMENTATION SURVEYOR**

**BRENT CLOUGH**


1411 E M-55

CADILLAC, MI 49601

\_\_\_\_\_  
Wexford County Chairman, GARY TAYLOR

  
\_\_\_\_\_  
Signature of authorized representative,  
BRENT CLOUGH

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**CC LAND SURVEYING**  
**(2022)**

**Dated: 10/15/2021**

**ASSIGNMENT**

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

**CC Land Surveying – 19 Corners**

Hanover Township – T24N, R11W

F-5, F-7

G-4, G-6, G-7

H-5, H-7

I-4, I-5, I-6, I-7

J-5, J-7

K-4, K-5, K-6, K-7

L-5, L-7

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2022
- Complete **ASSIGNMENT** by December 11, 2022

**PAYMENT**

When research is complete	\$ 200.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 900.00 per corner

**Per Corner Fee - \$ 1,100.00**

**Total 18 Corners - \$ 20,900.00**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Maribeth Sugg
Assurance Risk Managers, Inc.	PHONE (A/C, No, Ext): (303) 454-9562
10651 East Bethany Drive	FAX (A/C, No): (303) 454-9564
Suite 300	E-MAIL ADDRESS: maribeth.sugg@arm-i.com
Aurora	INSURER(S) AFFORDING COVERAGE
CO 80014-2688	INSURER A: RLI Insurance Co
	INSURER B: Hanover Insurance Group
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED	NAIC #
CC Land Surveying Inc	
1411 E M-55	
Cadillac	
MI 49601-9095	

**COVERAGES**

CERTIFICATE NUMBER: 21-22 GL AL WC EX EO

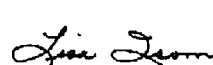
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0002395	08/17/2021	08/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001560	08/17/2021	08/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001742	08/17/2021	08/17/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PSW0002134	08/17/2021	08/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability Claims Made Policy			LH4 A080391 08	08/17/2021	08/17/2022	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Wexford County Board of Commissioners 437 E Division St  Cadillac MI 49601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance & Appropriations  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** Peer Review Surveyor Agreements

**SUMMARY OF ITEM TO BE PRESENTED:**

The annual Remonumentation Grant from the State of Michigan covers the cost for services by peer review surveyors. Four peer review agreements are presented for consideration. Mr. Brent Clough, Mr. Craig McVean, Mr. Bill Sikkema, and Mr. George Smith will perform professional services in accordance with Act 345 of 1990.

Each surveyor will receive a flat fee of \$575.00 for services performed.

**RECOMMENDATION:**

Finance and Appropriations Committee recommends the full board to approve the four Peer Review Surveyor Agreements.



# PROFESSIONAL SERVICES AGREEMENT

(2022)

The **AGREEMENT** made as of January 07, 2022 between

**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

BRENT CLOUGH 1411 E. M-55, CADILLAC MI 49601

**PEER REVIEW SURVEYOR.**

## **SECTION 1 – ASSIGNMENT**

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

## **SECTION 2 – BASIC SERVICES**

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
  - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
  - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
  - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

## **SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the County Grant Representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.

- 3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

#### **SECTION 4 – PERIOD OF SERVICE**

- 4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

#### **SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$575.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.
- 5.2 **OWNER** will release pay to **PEER REVIEW SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 County Grant Representative will submit pay requests on behalf of the **PEER REVIEW SURVEYOR** to the county Grant Administrator detailing the work completed and for which payment is being requested.

#### **SECTION 6**

- 6.1 **OWNER** and **PEER REVIEW SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by this **AGREEMENT** and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.
- 6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written instrument.


In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

---

Wexford County Chairman,  
GARY TAYLOR



---

BRENT CLOUGH, P.S.

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Date



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Date

# PROFESSIONAL SERVICES AGREEMENT (2022)

The **AGREEMENT** made as of January 07, 2022 between

**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

CRAIG MCVEAN, 8015 MACKINAW TRAIL, CADILLAC MI 49601

**PEER REVIEW SURVEYOR.**

## **SECTION 1 – ASSIGNMENT**

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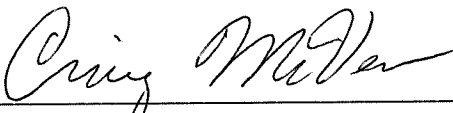
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OWNER

PEER REVIEW SURVEYOR

---

Wexford County Chairman,  
GARY TAYLOR

  
CRAIG MCVEAN, P.S.

---

Date

11/5/21  
Date

# PROFESSIONAL SERVICES AGREEMENT (2022)

The **AGREEMENT** made as of January 07, 2022 between

**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

BILL SIKKEMA, 225 E MAIN ST, MARION MI 49665

**PEER REVIEW SURVEYOR.**

## **SECTION 1 – ASSIGNMENT**

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OWNER

PEER REVIEW SURVEYOR

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Wexford County Chairman,  
GARY TAYLOR

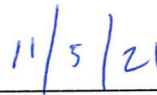


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BILL SIKKEMA, P.S.

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Date



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Date

# PROFESSIONAL SERVICES AGREEMENT

## (2022)

The **AGREEMENT** made as of January 07, 2022 between  
**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

GEORGE SMITH, 7192 E. 34 RD, CADILLAC MI 49601

**PEER REVIEW SURVEYOR.**

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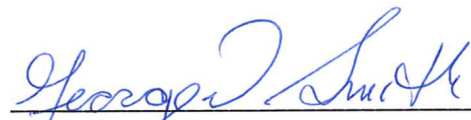
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PEER REVIEW SURVEYOR

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Wexford County Chairman,  
GARY TAYLOR



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GEORGE SMITH, P.S.

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Date

11-5-21

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Date



## Wexford County

### Request for Board of Commissioner Action

**Department:** Register of Deeds  
**Submitted by:** Roxanne Snyder  
**Subject:** Book Scanning Project  
**Committee:** Finance & Appropriations  
**Committee Meeting Date:** December 9, 2021  
**BOC Meeting Date:** December 15, 2021

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

Request to have 10 years of historical imaging of land records (from 1958 to 1967) scanned on site and imported into the current land records system.

**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):

Quotes range from \$13,745 to \$46,480 to come out of Fund 256-Automation fund.  
 MCL 600.2567 directs the Register of Deeds office to collect \$5.00 from every recording to be put in an Automation fund for upgrading technology.  
 I would like to use US Imaging as I currently use this company to make, see attached

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

Scanning the historical books allows us to get more information into our land records system both in house and online. Buyers and Sellers rely heavily on the records in the Register of Deeds office & this would enable them to do more work from their offices reducing the foot traffic in the office and the handling of the historical books which would reduce the cost of maintaining them.  
 Next year I'm hoping to scan the remaining books with the use of the A.R.P.A. funds, under Public Health 1.4.

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

As soon as possible

**List of Attachments:**

Quotes from: Kofile, US Imaging and Smith Imaging Solutions

Financial Information continued:

my firm for Underground storage, also US Imaging is familiar with my software company, Tyler Technologies. They have worked with the company for many years on hundreds of projects and are the preferred vendor, bringing the cost down when it come time to import the images over to Tyler.

Proposal to:

**Scan 1958-1967 Deed and Mortgage Libers On-Site**

Presented to:

**Wexford County Register of Deeds  
437 E Division Street  
Cadillac, MI 49601**

Presented by:

**US Imaging, Inc.  
400 S. Franklin Street  
Saginaw, MI 48607  
[www.us-imaging.com](http://www.us-imaging.com)**

Joshua Dosson  
Northeast Account Manager  
[jdosson@us-imaging.com](mailto:jdosson@us-imaging.com)  
(989) 992-3890

Rhonda Olson  
Project Manager  
[rolson@us-imaging.com](mailto:rolson@us-imaging.com)  
(989) 928-1559

August 10, 2021



August 10, 2021

Roxanne Snyder  
Wexford County Register of Deeds  
437 E Division Street  
Cadillac, MI 49601

US Imaging, Inc. is pleased to present this proposal to scan 1958-1967 Deed and Mortgage Libers for Wexford County. Our team will provide Wexford County with an unparalleled combination of county expertise, proven processes, and state of the art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – US Imaging's staff has been converting images for over 45 years and has served over 850 Counties Nationwide.
- **County Focus** – US Imaging is the only scanning vendor in America that serves Counties exclusively. We have successfully scanned & indexed records for every County document type.
- **State of The Art Scanners** – US Imaging is a beta test site for several scanner manufacturers, we typically receive the most scanning equipment in the world 3-6 months before any of our competitors.
- **On-Site Scanning** – US Imaging staff travel to the County and scan books on-site 24/7 to protect and preserve these irreplaceable documents.
- **On-Site Content Inspection** – If scanning is performed on-site, our editing staff will inspect 100% of the images before the on-site crew leaves the site to guarantee that no images were missed during scanning.
- **JPEG & TIFF Images** – US Imaging scans all media at 300dpi and provides both JPEG and TIFF images. Color or Grayscale JPEG images will provide large file size that is an exact digital backup of the original media. Black and white TIFF images will provide a small file size for superior performance in the imaging system.
- **ImageXpress Software** – US imaging provides a retrieval software program that allows Counties to access both TIFF and JPEG images prior to importing them into the Recording System.
- **Excess Border Removal** – US Imaging removes excess white borders, black borders and microfilm camera copy boards to minimize file size, improve system performance and dramatically reduce toner consumption.
- **ImageReview** – US Imaging provides a software program that displays the Poor Quality Image Report and the Poor Quality images, so the County can easily sort, inspect and approve Poor Quality images for enhancement.
- **Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, document, page or any specific area on a page to provide the most legible images possible.
- **Backup** – US Imaging stores a backup of all images to provide duplicating, reformatting & enhancement services on demand or en mass at any time in the future.
- **Guaranteed Quality** – If a County is not satisfied with any image, we will attempt to correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (989) 928-1559 or e-mail [rolson@us-imaging.com](mailto:rolson@us-imaging.com).

Sincerely,

A handwritten signature in black ink that reads "Rhonda Olson".

Rhonda Olson  
Project Manager  
US Imaging, Inc.

400 S. Franklin Street • Saginaw, MI 48607  
Phone: (989) 753-7933 • Fax: (800) 517-4293



### Wexford County Requirements:

- **Work Area** - County will provide a 12' x 18' space inside the County Building, near the vault with access 24 hours per day, 7 days a week, electricity, lighting and heat/air to allow on-site scanning. If on-site time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with system vendor, Tyler Technologies, to import images into their recording system. **Tyler Technologies charges a flat fee of \$2,500 per Pilot upload and \$1,500 per Bulk upload. Tyler Technologies' fees are separate from the pricing included in this proposal.**
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy or request changes prior to completing Stage 2 and 3.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve which images are to be enhanced.

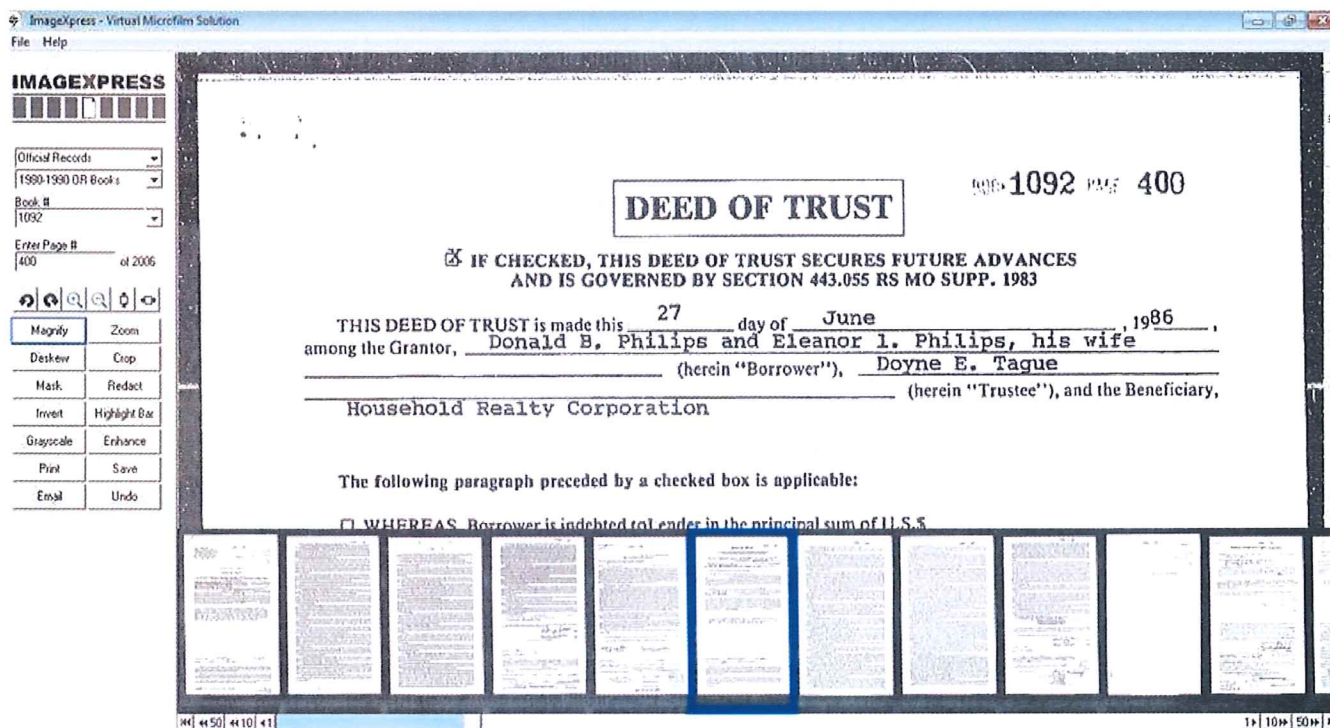
### US Imaging Requirements:

#### Stage 1 – Capture & Pilot

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, and project managers to perform scanning at your facility 24 hours per day, 7 days a week. If on-site time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **Inventory** – US Imaging staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Book Tracking** – Labels will be applied to the County's shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is complete.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$30.00 per hour. If pages are too fragile to handle, we will bring this to the County's attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold 2 pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture 2 pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages. US Imaging will scan the spine of each book to capture the date range.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create 2 individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up. US Imaging will scan the spine of each book to capture the date range.
- **On-Site Content Inspection** – After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **JPEG to TIFF Conversion** - All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8 digit number and stored in folders named by the Document Type and Book #.
- **Automatic Image Enhancement** - Each TIFF image will be automatically deskewed and solid black borders will be removed for optimum file compression. Despeckle is not performed on scanned images to preserve punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed. Black images with white text, will be reversed to white images with black text. If Dual Polarity exists, this will be corrected in Stage 3.



- **Pilot Images** – 1,000 images from each media change will be cropped, enhanced, grouped as documents, indexed by Document number or Book-Page number and saved as multi-page TIFF's that can be easily viewed by any imaging viewer. We will e-mail a link, username and password to download the Pilot Images from our FTP site.
- **USB Hard Drives** – All single page JPEG and TIFF images will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for off-site backup.
- **ImageXpress** – We will provide a software utility called *ImageXpress* to allow the County to retrieve single page TIFF & JPEG images until final images from Stage 3 are completed and imported into the Recording System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving or e-mailing as TIFF, JPEG or PDF. A web-based version is also available if the County would prefer to host the images or have US Imaging host the images. Training will be provided via GoToMeeting at no charge.



## Stage 2 – Crop, Inspect, Duplicate, Double Group, Index & Verify

- **Excess Border Removal** – Due to page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12"W x 18"H image on 27" Portrait monitors and compared to the color JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, and "A" page.
- **Double Inspect & Verify (Optional)** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported by a second inspector. The poor quality images identified by the first inspector and the second inspector will be consolidated into a single Poor Quality Image Report to guarantee the highest image quality possible.



- **Page Duplication** – Handwritten Books commonly have multiple documents on a single page. These pages are duplicated so that each document can have their own set of images. A 600-page handwritten book will typically contain 900 documents; thus 300 pages will be duplicated.
- **Double Page Duplication (Optional)** – Duplication of pages is performed a second time and the second set of duplicated images are electronically compared against the first set of duplicated images and any mismatches are corrected by a third set of operators to provide the most accurate duplicating possible.
- **Manually Group & Index** – Our staff will manually group individual images together as documents and index each document by the Document # and the Book-Page # of the first page of each new document in a single pass at 98% accuracy.
- **Double Group, Index & Verify (Optional)** – Manual grouping and indexing is prone to human errors and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified and corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed and verified TIFF images, the Poor Quality Image Report and *ImageReview* Software will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.
- **ImageReview Software** - We will provide a reviewing software program called *ImageReview* that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). *ImageReview* can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. *ImageReview* will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. *ImageReview* highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, *ImageReview* exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

Book/Image	Issue	ck
1 0220/00000008.TIF	Dark	<input checked="" type="checkbox"/>
2 0220/00000080.TIF	Dark	<input checked="" type="checkbox"/>
3 0220/00000147.TIF	Dark	<input checked="" type="checkbox"/>
4 0220/00000201.TIF	Light	<input checked="" type="checkbox"/>
5 0220/00000265.TIF	Cut Off	<input checked="" type="checkbox"/>
6 0220/00000311.TIF	Dark	<input checked="" type="checkbox"/>

Total 6 Images

IN WITNESS WHEREOF, I, Mr. J. L. Black, Notary Public in and for the County of Orange, Texas, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as the same is on file in my office.

WITNESSES: Mr. J. L. Black, Notary Public in and for the County of Orange, Texas.

THE STATE OF TEXAS, )  
COUNTY OF ORANGE, )

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas, on this day personally appeared J. L. Black, known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of The Lumber and Shingle Company and acknowledged to me that he executed the same as the act and deed of said Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of May, 1958.

Notary Public in and for Orange County, Texas.

THE STATE OF TEXAS, )  
COUNTY OF ORANGE, )

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas, on this day personally appeared J. L. Black, known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of The Lumber and Shingle Company and acknowledged to me that he executed the same as the act and deed of said Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of May, 1958.

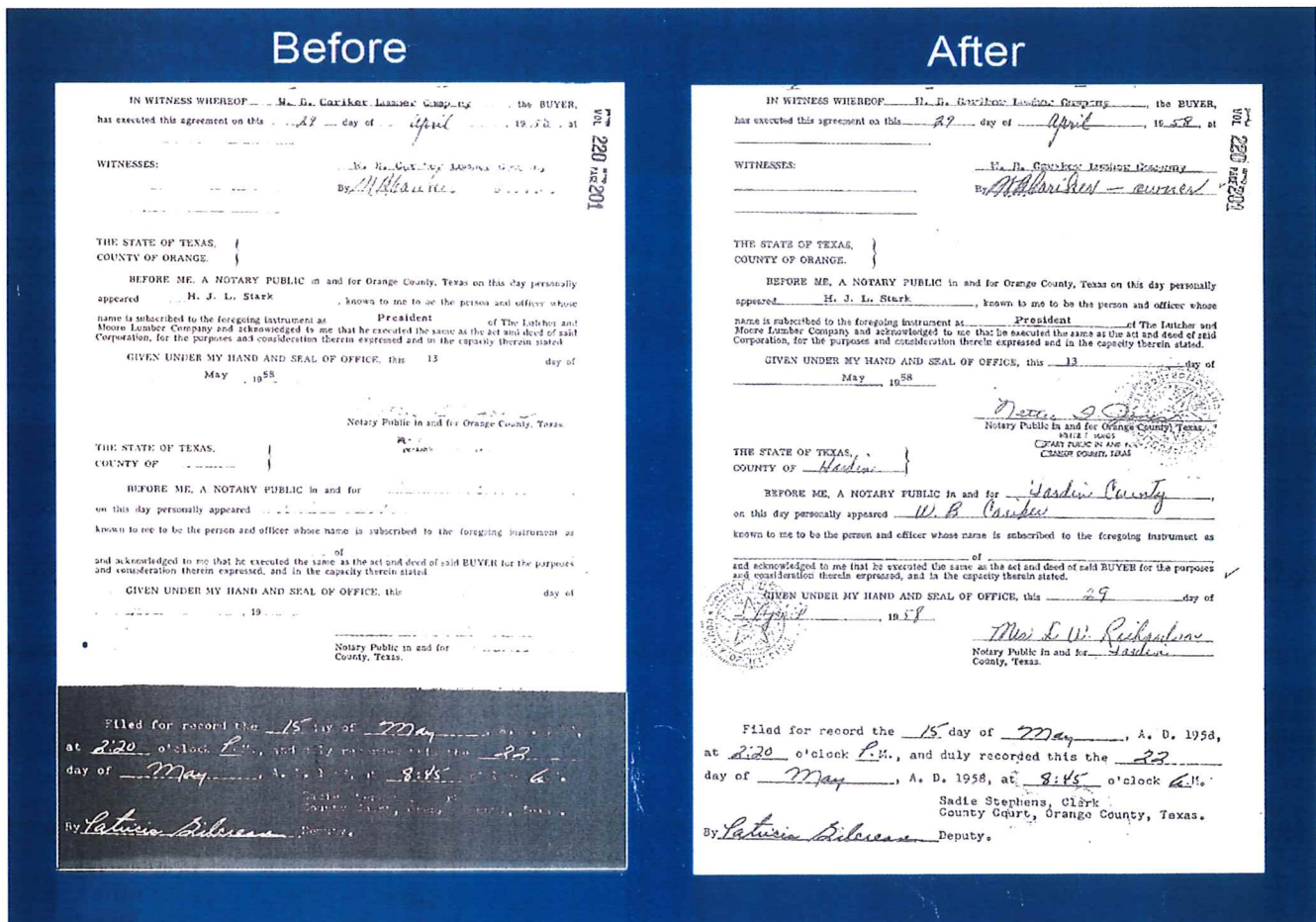
Notary Public in and for Orange County, Texas.

Filed for record the 15 day of May, 1958, at 2:20 o'clock P.M., and duly recorded with the 92 day of May, 1958, at 8:45 o'clock P.M.

by Patricia Williams, Clerk.

### Stage 3 – Enhance & Format

- **Image Enhancement** – US Imaging has the ability to adjust the black and white contrast of poor quality TIFF Images from the 256 shades of gray contained within the JPEG images. We will only enhance County approved images on the poor quality image report. We can adjust the contrast of the entire page or any specific area on a page to provide the most legible images possible.
- **Masking (Optional)** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page numbers, page margins and overall format of the page will not be changed.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text; however, some pages contain a mix where a portion of the page contains black background white text, and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Marginal Notations** – Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information is commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Formatting** - Images and indexes will be formatted to the format and specifications provided by the system vendor.
- **USB Hard Drives** – All formatted images will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for import and on-site backup. 1 set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.





**Phase 1: Estimated Investment to Scan 1958-1967 Deed & Mortgage Libers On-Site**

**Mechanical Photostat Books**

38 Books	@	640 Pages per Book (Deed Libers 191-228)	=	24,320 Images	
33 Books	@	620 Pages per Book (Mortgage Libers 111-143)	=	20,460 Images	
44,780 Images	@	20% Poor Quality Images	=	8,956 Poor Quality	
44,780 Images	@	0% Multiple Documents per Page	=	0 Multi-Docs	
44,780 Images	@	10% Dual Polarity Pages	=	4,478 Dual Polarity	
44,780 Images	@	25% Marginal Notation Pages	=	11,195 Notations	
44,780 Images	@	1,800 Mechanical Images Scanned per Hour (1 Scanner)	=	25 On-Site Hours	
25 Hours	@	22 Hours per Day <b>with 24 Hour Access</b>	=	2 On-Site Days	
44,780 Images	@	400 Images per GB for Grayscale JPEG Format	=	112 GB for JPEG's	
44,780 Images	@	4,000 Images per GB for B&W TIFF Format	=	12 GB for TIFF's	

**Stage 1**

		\$500.00 Travel & Setup for On-Site Scanning	=	\$500.00	
2 Days	@	\$400.00 Per Day On-Site <b>with 24 Hour Access</b>	=	\$800.00	
44,780 Images	@	\$0.115 Per Image to Scan & Inspect 300dpi JPEG	=	\$5,149.70	
44,780 Images	@	\$0.02 Per Image to Convert JPEG to B&W TIFF	=	\$895.60	
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00	32%
1 Shipment	@	\$25.00 Per USB Hard Drive Shipment	=	<u>\$25.00</u>	\$7,870.30

**Stage 2**

44,780 Images	@	\$0.04 Per TIFF to Remove Excess Borders	=	\$1,791.20	
44,780 Images	@	\$0.04 Per TIFF to Single Inspect & Report to 98% Quality	=	\$1,791.20	
<b>44,780 Images</b>	<b>@</b>	<b>\$0.04 Per TIFF to Double Inspect &amp; Report to 100% Quality</b>	<b>=</b>	<b>\$1,791.20</b>	
44,780 Images	@	\$0.065 Per TIFF to Single Group & Index to 98% Accuracy	=	\$2,910.70	
<b>44,780 Images</b>	<b>@</b>	<b>\$0.065 Per TIFF to Double Group &amp; Index to 100% Accuracy</b>	<b>=</b>	<b>\$2,910.70</b>	
1 Drive	@	\$25.00 Per Small USB Hard Drive, Copying	=	\$25.00	46%
1 Shipment	@	\$15.00 Per Small USB Hard Drive Shipment	=	<u>\$15.00</u>	\$11,235.00

**Stage 3**

8,956 Images	@	\$0.50 Per TIFF to Enhance & Replace Poor Quality	=	\$4,478.00	
4,478 Images	@	\$0.04 Per TIFF to Reverse Dual Polarity Pages	=	\$179.12	
11,195 Images	@	\$0.04 Per TIFF to Reverse Marginal Notation Pages	=	\$447.80	
1 Drive	@	\$25.00 Per Small USB Hard Drive, Copying	=	\$25.00	21%
1 Shipment	@	\$15.00 Per Small USB Hard Drive Shipment	=	<u>\$15.00</u>	\$5,144.92

**Total Investment** = **\$24,250.22**

### **ACCEPTANCE AND AUTHORIZATION:**

The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment.

All hard drives, images and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Wexford County images and/or indexes to any other entity except Wexford County.

During the term of this agreement, US Imaging, Inc., agrees to extend quoted per item prices, terms and conditions to all Government Agencies that may benefit from Cooperative Purchasing as applicable by their local and state regulations.

Wexford County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Wexford County agrees to pay US Imaging, Inc., the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

#### **Accepted by:**

Roxanne Snyder  
Register of Deeds  
Wexford County  
437 E Division Street  
Cadillac, MI 49601

#### **Accepted by:**

Rhonda Olson  
Project Manager  
US Imaging, Inc.  
400 S. Franklin Street  
Saginaw, MI 48607

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

Signature: Rhonda Olson

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

Date: August 10, 2021

#### **Please check the approved Phase(s) / Service(s):**

\_\_\_\_\_ Phase 1: Scan 1958-1967 Deed & Mortgage Libers On-Site = \$19,548.32

#### **Optional Services**

\_\_\_\_\_ Stage 2: Double Inspect & Report to 100% Quality = \$1,791.20

\_\_\_\_\_ Stage 3: Double Group & Index to 100% Accuracy = \$2,910.70

**Total Estimated Investment, All Options = \$24,250.22**

## Proposal For: Wexford County Register of Deeds

Preliminary pricing for Book Scanning for staff and public use hosted on your network.

### Scope of Work OFF Site:

1. Scanning and Indexing into a folder and file format <sup>24 OK</sup> 37 Libers for Deeds containing an estimated 23,958 pages representing the years 1958 to 1965.7
2. Scanning and Indexing into a folder and file format 32 Libers for Mortgages containing an estimated 19,427 pages representing the years 1958 to 1965.

### Estimated Cost:

Pick-up and delivery: Company truck .....	\$ 180.00
Book Scanning of 43,385 pages @ \$0.30 .....	\$ 13,016.00
Indexing: By Year, Liber and Page .....	\$ 400.00
Image by Image Clean up: Zero images estimated .....	\$ 0.00
Publishing: 1 terabyte hard drive .....	\$ 149.00

Total Estimated Cost for Book conversion to indexed and on network or website:  
**\$13,745.00**

### Terms:

Please allow 3 months from time of order to completion of this solution.  
4-hour scan on demand service \$10.00 per request first 10 request free/month.

November 23, 2021

The Honorable Roxanne Snyder  
Wexford County Register of Deeds  
437 E. Division Street  
Cadillac MI 49601

The Honorable Roxanne Snyder,

This pricing quote to perform onsite historical imaging of land records to be imported into the current land records system for the Wexford County Register of Deeds. Kofile Technologies, Inc. (Kofile) is uniquely qualified to address the long-term management, preservation, digital access, indexing, imaging, and storage of any permanent retention records and active records. This quote is for the service of onsite maging Deeds, Liber 191 through Liber 228 and Mortgages, Libers 111 through Liber 143. Kofile will perform post imaging cleanup and threshold enhancement for photostat images, then deliver the final images to the county.

Please note that all pricing is valid for 90 days.

VOLUMES: PROJECT INVENTORY & ITEMIZED PRICING			
RECORD SERIES TITLE	Estimate of Images	PRICE	Total
Deeds Records Series Film To Image	Approx. 23,000	\$0.95 per image	\$21,850
Mortgages Records Series Film To Image	Approx. 15,400	\$0.95 per image	\$14,630.
Onsite Setup Fee		\$10,000.	\$10,000.

46,480.

Please let me know if you have any questions. We look forward to serving Wexford County, and to working together for the preservation and access of its public and historical assets.

Sincerely,

*Craig A. Jones*

Craig A Jones  
Account Executive  
Craig.Jones@Kofile.com  
586-909-1692



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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** FY 22 Snowmobile Law Enforcement Grant Agreement

**SUMMARY OF ITEM TO BE PRESENTED:**

FY 2022 Snowmobile Law Enforcement Grant Agreement is being presented for a recommendation to the full board. The term of the agreement is October 1, 2021 through April 30, 2022. The amount of the grant has remained the same for the past several years, \$4,000.

**RECOMMENDATION:**

The Finance Committee recommends the full board accept the grant agreement.



**FY 2022 SNOWMOBILE LAW ENFORCEMENT PROGRAM  
GRANT AGREEMENT**

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

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

1. The Agreement period is **October 1, 2021 through April 30, 2022**.
2. The GRANTEE has been approved by the DEPARTMENT to receive Snowmobile Law Enforcement funding for the following scope of work:
  - a. Snowmobile law enforcement and related activities with emphasis on the state-designated snowmobile trail system and other public land. This funding is not meant to support enforcement of local ordinances.
  - b. Snowmobile law enforcement program operating expenses.
  - c. Contractual services, supplies and materials (CSS&M), including purchase of personal gear, such as boots, gloves, goggles, uniforms, and first aid kits; purchase of parts for equipment used in the program and cost of labor for installation or repair work; purchase of electronics and associated items costing \$1,000 or less each.
  - d. Purchase of the following equipment for snowmobile law enforcement purposes:

Sled

3. The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of snowmobile law enforcement and related activities, operating expenses and CSS&M, but not to exceed  
Four Thousand Dollars **\$4000**
  - b. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of equipment purchased for snowmobile law enforcement purposes and authorized under item 2.d. in this Agreement, but not to exceed  
Ten Thousand Dollars **\$10000**
4. This Agreement shall be administered on behalf of the DEPARTMENT through Parks and Recreation Division (PRD).
  - a. All reports, documents, or actions required of the GRANTEE are to be submitted to PRD, Department of Natural Resources, PO Box 30257, Lansing, MI 48909-7757.
  - b. The GRANTEE'S contact for this grant is:

Name Richard Denison

Title Lieutenant

Address 1015 Lincoln St.

City, State, ZIP Cadillac, MI 49601

Telephone No. 231-779-9216

Fax No. 231-779-0218

E-mail rdenison@wexfordcounty.org

SNOWMOBILE LAW ENFORCEMENT  
GRANT AGREEMENT

5. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
6. To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (form PR1988-2) along with required documentation of expenditures and an activity report to the DEPARTMENT by **May 31, 2022**.
7. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a) the GRANTEE has signed it and returned it, and
  - b) the DEPARTMENT has signed it.

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

**GRANTEE**

Name (Print) Gary Taylor Title Chairman, Board of Commissioners

Signature \_\_\_\_\_ Date December 15, 2021

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**DEPARTMENT OF NATURAL RESOURCES**

Name (Print) \_\_\_\_\_ Title \_\_\_\_\_

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

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Send this completed, signed agreement to:

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PARKS AND RECREATION DIVISION  
PROGRAM SERVICES SECTION  
PO BOX 30257  
LANSING MI 48909-7757**

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**FROM:** Finance & Appropriations  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** Year End Budget Adjustments

**SUMMARY OF ITEM TO BE PRESENTED:**

The Treasurer and Administrator are requesting to transfer funds from one department to another without Board approval to ensure no department is in the negative at the end of the year.

**RECOMMENDATION:**

That the Finance Committee recommends the full board to approve.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** MSU Extension Agreement for Services

**SUMMARY OF ITEM TO BE PRESENTED:**

James Kelly, MSUE Interim Director, is requesting consideration of the annual Agreement for Extension Services. This agreement specifies responsibilities for both MSUE and the County. The proposed agreement totals \$157,432 and includes an annual payment of \$1,090 to the County for 171 square feet of secured storage at the Lake Street building.

A 2022 millage of .1685 for MSUE was approved by the Board of Commissioners, which results in a 2022 budgeted revenue of \$167,315.

Mr. Kelly plans to attend the meeting to be able to answer any questions the Committee might have.

**RECOMMENDATION:**

When reviewed by the Executive Committee the recommendation will be communicated to the full board through the draft motions.

## **AGREEMENT FOR EXTENSION SERVICES**

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

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

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

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

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

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

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

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

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

### **A. MSUE will provide:**

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

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

**B. The County will provide:**

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Storage space meeting the following requirements.
  - a. 171 sq. ft. secured storage room.
  - b. Wexford County MSU Extension will pay \$1,090 (171sft x \$6.37/sft annually). The transaction will occur through a transfer of money from the county millage.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

**.75 FTE MSU employed Clerical Support Staff**

*Optional:*

4. Funding for additional Extension educators at .2 FTE
5. Funding for additional 4-H program capacity at .5 FTE
6. Funding for operating expenses (phone and internet)

7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Wexford County on August 2020. The millage collected will provide funds for the following:

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

8. Total Annual Assessment in the amount of **\$157,432**

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

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

**C. Staffing and Financial Summary:**

A. Base Assessment (includes .5 FTE 4-H Program Coordination)	\$48,511
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**ADDITIONAL PERSONNEL**

B. .75 FTE Clerical Support Staff to be employed by MSU	\$50,006
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C. .2 FTE Educator (CFEI; Program Area: Economic Development)	\$21,578
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D. .5 FTE Additional 4-H Program Coordination	\$33,337
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E. Operating Expenses (phone and internet)	\$4,000
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<b>TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2022:</b>	<b>\$157,432</b>
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**I. Term and Termination**

The obligations of the parties under this Agreement will commence on January 1, 2022, the first day of the County budget year 2022 and shall terminate on the last day of such County budget year 2022. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Wexford County Administrator, 437 E. Division Street, Cadillac, MI 49601, if to the County.

**II. General Terms**

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.



2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

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

**BOARD OF TRUSTEES OF  
MICHIGAN STATE UNIVERSITY**

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

Evonne Pedawi  
Contract & Grant Administration

Its: \_\_\_\_\_

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

**WEXFORD COUNTY**

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

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

(title)

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

## Appendix A

### Technical Standards for County Internet Connections

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

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

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

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

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

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

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

Other notable web server/sites IP addresses:

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

Questions may be directed to [anr.support@msu.edu](mailto:anr.support@msu.edu) where they will be routed to the best person to assist you.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** Opioid Settlement Agreements

**SUMMARY OF ITEM TO BE PRESENTED:**

Attached are a number of documents regarding next steps in the opioid settlement:

1. Resolution 21-34 Authorizing Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds in The National Opioids Litigation.
2. The agreement with the State of Michigan noted in #1.
3. Resolution 21-35 Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation.
4. Participation Agreements for the Master Settlement with Janssen Pharmaceuticals, Inc. and the Master Settlement Agreement with three wholesale distributor defendants.

The attorneys representing us in this case are recommending approval of the agreements; the State agreement has an approval deadline of January 2, 2022.

During a November 19 MAC webinar, it was noted that though the default allocation was 15% to state, 15% to local government, and 70% to a state opioid abatement fund, the State of Michigan has written a state-specific agreement that spreads the state's allocation 50% to SOM, and 50% to the local units. Of the County's share, approximately 15% will be withheld for attorney fees (but estimated at roughly 8%), a special circumstance fund (5%), and administrative expenses (5%).

The County's allocation will be distributed over a period of 18 years, with the first payment expected to be released "as early as" April 2022, the second "as early as" July 2022, and subsequent payments in July of each year. As the exact amount of the County's allocation depends upon the percentage of participation, the amount cannot be determined at this time.

**Allocation expenditures will be limited to opioid remediation.** Though more details regarding expenditures are expected, the following have been noted as eligible: opioid use disorder treatment, treatment and recovery support, prevention, training, and research. There will, of course, be reporting requirements, but those details will be part of a consent judgment that, to date, has not been finalized.

**RECOMMENDATION:**

When reviewed by the Executive Committee the recommendation will be communicated to the full board through the draft motions.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the fifteenth day of December 2021, at 4:00 p.m.

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

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

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 21-34**  
**AUTHORIZING ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE**  
**AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS IN**  
**THE NATIONAL OPIOIDS LITIGATION**

**WHEREAS**, Wexford County filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

**AND WHEREAS**, the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation*, MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

**AND WHEREAS**, the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Wexford County lawsuit;

**AND WHEREAS**, the Proposed Settlements contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

**AND WHEREAS**, the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above;

**AND WHEREAS**, Wexford County desires to enter into an alternative allocation method which allocates settlement funds solely to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

**NOW, THEREFORE, BE IT RESOLVED**, Wexford County authorizes the execution of a Michigan State-Subdivision Agreement For Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement substantially similar to the proposed agreement attached to this resolution. Wexford County also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

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

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

**RESOLUTION DECLARED ADOPTED.**

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

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 21-34 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 15, 2021, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

## **MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF DISTRIBUTOR SETTLEMENT AGREEMENT AND JANSSEN SETTLEMENT AGREEMENT**

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

### **I. Definitions**

As used in this Agreement:

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery for Calculating Attorney Fees. This does not include any fee payments for common benefit work as defined by the Settlements.

- C. “Actual Total Recovery for Calculating Attorney Fees” is the aggregated monetary recovery that a Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund, Special Circumstance Fund plus the aggregate amount paid by the Litigating Local Government Attorney Fee Fund. For the avoidance of doubt, this may be expressed mathematically as Final Allocation Percentage x (Local Government Share – aggregate Administrative Fund – aggregate Special Circumstance Fund + aggregate paid by LLGAFF).
- D. “Agreement” is this State-Subdivision Agreement.
- E. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0023%.
- F. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is an estimated projection of the Final Allocation Percentage for each Local Government, assuming that all Local Governments elect to participate in the Settlement.
- G. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- H. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an adjustable percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- I. “Litigating Local Governments” are the entities located in the geographical boundaries of the State of Michigan that are listed in Exhibit C of the Settlements.

- J. “Litigation Adjustment” is the adjusted component distributed to Litigating Local Governments in recognition of the commitment of time, resources, and assumption of risk in litigation.
- K. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this Agreement.
- L. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in Exhibit C or G of the Settlements.
- M. “National Contingency Fee Fund” is the Contingency Fee Fund established and defined by Exhibit R of the Settlements.
- N. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- O. “Neutral Special Master” is an independent mediator selected by the State.
- P. “Opioid Remediation” is the term as defined by the Settlements.
- Q. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement in the Settlements.
- R. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- S. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.



- T. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit G of the Distributor Settlement Agreement.
- U. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery for Calculating Attorney Fees. This does not include any fee payments for common benefit work as defined by the Settlements.
- V. “Projected Total Recovery for Calculating Attorney Fees” is the aggregated monetary recovery that a Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund and Special Circumstance Fund. For the avoidance of doubt, this may be expressed mathematically as  $\text{Final Allocation Percentage} \times (\text{Local Government Share} - \text{aggregate Administrative Fund} - \text{aggregate Special Circumstance Fund})$ .
- W. “Settlements” are the Distributor Settlement Agreement and Janssen Settlement Agreement.
- X. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- Y. “Special Circumstance Fund” is 5% of the Local Government Share.
- Z. “State” is the State of Michigan acting through its Attorney General or her designees.
- AA. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this Agreement.

## II. Terms

1. Participation in Settlements: The Parties agree that Litigating Local Governments, to participate in the Settlements, will execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.
3. Distribution: Settlement Payments are allocated as follows:
  - 50% of Settlement Payments to the Local Government Share
  - 50% of Settlement Payments to the State Share
4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:
  - Administrative Fund
  - Litigating Local Government Attorney Fee Fund
  - Special Circumstance Fund
5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution to a Settlement, the Litigating Local Governments are entitled to a Litigation Adjustment of an additional percentage of their Preliminary Allocation Percentage, as follows:
  - 16% for Litigating Local Governments that served as a bellwether or filed suit in 2017

- 12% for Litigating Local Governments that filed suit in 2018
  - 8% for Litigating Local Governments that filed suit in 2019
6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the aggregate projected recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
  7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlements, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.
  8. Attorney Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.
  9. Attorney Fees:
    - a. Attorney fee payments are only paid in years where Settlement Payments received are greater than \$0.00.
    - b. Projected Attorney Fees shall be calculated as 15% of a Litigating Local Government's Projected Total Recovery for Calculating Attorney Fees. Projected Attorney Fees shall be paid in installments over the first seven Settlement Payments.

- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee installment payment, the LLGAFF shall pay the deficiency for that installment. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery for Calculating Attorney Fees.
- e. If a Litigating Local Government's Actual Total Recovery for Calculating Attorney Fees is less than the Projected Total Recovery for Calculating Attorney Fees, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery for Calculating Attorney Fees.

10. Special Circumstance Fund:

- a. Applications to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. Initial applications to the Special Circumstance Fund shall be made by March 30, 2022 and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special

Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to March 30, 2022 and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

- b. Attorney fees may be assessed on a Special Circumstance Fund allocation. To the extent that an attorney asserts a contingency fee interest upon a Special Circumstance fund allocation, that fee interest shall be capped at 15% of the fund allocation. Payment of attorney fees for a Special Circumstance fund allocation are the responsibility of the Participating Local Subdivision.

- 11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
- 12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this Agreement. The Escrow Agent shall be entitled to a reasonable fee for its services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.

13. Reversion to Local Government Share:

- a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this Agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.
- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

**III. Other Terms and Conditions**

1. Governing Law and Venue: This Agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under this Agreement, unless otherwise specified in this Agreement, will be instituted in a State court in Michigan
2. Modification: This Agreement may only be modified by a written amendment between the Parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless reduced to writing and signed by the Parties.
3. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute this Agreement.

4. Assignment: The rights granted in this Agreement may not be assigned or transferred by any Party without the prior written approval of all the Parties. No Party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of all the Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
6. Captions: The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this Agreement or any part of it.
7. Entire Agreement: This Agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.
8. Construction: The Parties mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement. The Parties state that they have read, know, and understand the contents of this Agreement. The Parties state that they have voluntarily executed this Agreement. This Agreement was drafted jointly by the Parties and shall not be construed for or against any Party.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this Agreement on their behalf are authorized and fully competent to do so.

State of Michigan

By: 

Its: CHIEF Deputy Attorney General



Wexford County

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

Its: \_\_\_\_\_

**WEITZ & LUXENBERG, P.C.**

\_\_\_\_\_  
Paul F. Novak  
Weitz & Luxenberg, P.C.  
3011 West Grand Boulevard, 24th Floor  
Detroit, MI 48202  
Tel: (313) 800-4170

**THE SAM BERNSTEIN LAW FIRM, PLLC**

\_\_\_\_\_  
Mark. J. Bernstein  
The Sam Bernstein Law Firm, PLLC  
31731 Northwestern Highway  
Farmington Hills, MI 48334

**SMITH & JOHNSON ATTORNEYS, PC**

\_\_\_\_\_  
Timothy P. Smith  
Smith & Johnson, Attorneys, P.C.  
603 Bay St.  
Traverse City, MI 49684  
231.946.0700

Political Subdivision	Final Allocation Percentage
Ada Township	0.0042278554%
Adrian City	0.0328126789%
Alcona County	0.0934629817%
Alger County	0.0879525875%
Algoma Township	0.0016941585%
Allegan County	0.4460242903%
Allen Park City	0.0620457416%
Allendale Charter Township	0.0044901249%
Alpena County	0.3552566921%
Alpine Charter Township	0.0014679355%
Ann Arbor City	0.2674253148%
Antrim County	0.2666725680%
Antwerp Township	0.0007581775%
Arenac County	0.1805504304%
Auburn Hills City	0.0679438259%
Bangor Charter Township	0.0063071908%
Baraga County	0.0830045795%
Barry County	0.2499588316%
Bath Charter Township	0.0310575579%
Battle Creek City	0.1976545014%
Bay City	0.0662640083%
Bay County	1.1889740912%
Bedford Township	0.0238194433%
Benton Charter Township	0.0523760917%
Benzie County	0.1559708495%
Berkley City	0.0207220905%
Berrien County	1.4353008205%
Beverly Hills Village	0.0265585450%
Big Rapids City	0.0141485793%
Birmingham City	0.0595211261%
Bloomfield Charter Township	0.1382971973%
Branch County	0.3823019725%
Brandon Charter Township	0.0172309269%
Brighton Township	0.0005844508%
Brownstown Charter Township	0.0597655290%

<b>Political Subdivision</b>	<b>Final Allocation Percentage</b>
Burton City	0.0191573337%
Byron Township	0.0082898139%
Cadillac City	0.0572782844%
Caledonia Charter Township	0.0026644035%
Calhoun County	1.7844560932%
Cannon Township	0.0031972842%
Canton Charter Township	0.2635380816%
Cascade Charter Township	0.0117082940%
Cass County	0.4127454052%
Charlevoix County	0.2142857345%
Cheboygan County	0.3054122146%
Chesterfield Charter Township	0.1219762582%
Chippewa County	0.2775926422%
Clare County	0.2705014687%
Clawson City	0.0134773906%
Clinton Charter Township	0.6524315825%
Clinton County	0.5402667258%
Coldwater City	0.0074666730%
Commerce Charter Township	0.0192121087%
Comstock Charter Township	0.0081656838%
Cooper Charter Township	0.0009266020%
Crawford County	0.2886252314%
Davison Township	0.0085451532%
Dearborn City	0.2895118016%
Dearborn Heights City	0.1017944247%
Delhi Charter Township	0.0190090980%
Delta Charter Township	0.0391807240%
Delta County	0.2697501609%
Detroit City	7.3863527308%
Dewitt Charter Township	0.0355251274%
Dickinson County	0.2772928270%
East Bay Township	0.0014150822%
East Grand Rapids City	0.0200332982%
East Lansing City	0.1928772515%
Eastpointe City	0.1620457585%
Eaton County	1.0040379149%
Egelston Township	0.0057198661%

<b>Political Subdivision</b>	<b>Final Allocation Percentage</b>
Emmet County	0.1751859110%
Emmett Charter Township	0.0078634499%
Escanaba City	0.0187485817%
Farmington City	0.0212789632%
Farmington Hills City	0.1595279696%
Fenton Charter Township	0.0017899625%
Fenton City	0.0463367531%
Ferndale City	0.0860957347%
Flat Rock City	0.0165965372%
Flint Charter Township	0.0247094958%
Flint City	2.8492826162%
Flushing Charter Township	0.0036163716%
Fort Gratiot Charter Township	0.0091219411%
Fraser City	0.0773787868%
Frenchtown Charter Township	0.0472286300%
Fruitport Charter Township	0.0124893804%
Gaines Township	0.0086869609%
Garden City	0.0348032319%
Garfield Charter Township	0.0003928875%
Genesee Charter Township	0.0125078610%
Genesee County	2.1561040586%
Genoa Township	0.0000730563%
Georgetown Charter Township	0.0069588066%
Gladwin County	0.2077497604%
Gogebic County	0.0721438406%
Grand Blanc Charter Township	0.0202728576%
Grand Haven Charter Township	0.0108943696%
Grand Haven City	0.0335954698%
Grand Rapids Charter Township	0.0036296214%
Grand Rapids City	1.3440305744%
Grand Traverse County	0.9563577517%
Grandville City	0.0268602038%
Gratiot County	0.3525171058%
Green Oak Township	0.0310802595%
Grosse Ile Township	0.0206969233%
Grosse Pointe Park City	0.0273525288%
Grosse Pointe Woods City	0.0194917954%

Political Subdivision	Final Allocation Percentage
Hamburg Township	0.0327814289%
Hamtramck City	0.1045696825%
Harper Woods City	0.0291877050%
Harrison Charter Township	0.1197690060%
Hartland Township	0.0002817888%
Hazel Park City	0.0425097355%
Highland Charter Township	0.0169953269%
Highland Park City	0.0226020911%
Hillsdale County	0.4179676993%
Holland Charter Township	0.0168424444%
Holland City	0.0955964916%
Holly Township	0.0023667091%
Houghton County	0.2492719347%
Huron Charter Township	0.0404726791%
Huron County	0.1691383539%
Independence Charter Township	0.0476500991%
Ingham County	2.3910799665%
Inkster City	0.0963789326%
Ionia City	0.0259372614%
Ionia County	0.5298085345%
Iosco County	0.3597971837%
Iron County	0.1234778574%
Iron Mountain City	0.0102890396%
Isabella County	0.6406627159%
Jackson City	0.1975960490%
Jackson County	0.6266962818%
Kalamazoo Charter Township	0.0300335110%
Kalamazoo City	0.2186435127%
Kalamazoo County	2.1433241424%
Kalkaska County	0.0950485976%
Kent County	3.0032910409%
Kentwood City	0.0821691991%
Keweenaw County	0.0039070602%
Lake County	0.0815750583%
Lansing City	0.6157258774%
Lapeer County	0.4570551035%
Leelanau County	0.1385869050%

Political Subdivision	Final Allocation Percentage
Lenawee County	0.8823790089%
Lenox Township	0.0064611477%
Leoni Township	0.0052492697%
Lincoln Charter Township	0.0103038346%
Lincoln Park City	0.0917234908%
Livingston County	1.4441655813%
Livonia City	0.4479739512%
Luce County	0.0715137120%
Lyon Charter Township	0.0034804545%
Mackinac County	0.0525087280%
Macomb County	8.9600697690%
Macomb Township	0.0624612667%
Madison Heights City	0.0833167256%
Manistee County	0.3495467119%
Marion Township	0.0001148028%
Marquette City	0.0180973752%
Marquette County	0.6035272233%
Mason County	0.2785769407%
Mecosta County	0.1917457546%
Melvindale City	0.0300027854%
Menominee County	0.0912256468%
Meridian Charter Township	0.0408752583%
Midland City	0.1745254871%
Midland County	0.3108652798%
Milford Charter Township	0.0037106999%
Missaukee County	0.0578937210%
Monitor Charter Township	0.0025502597%
Monroe Charter Township	0.0069121111%
Monroe City	0.1213473624%
Monroe County	1.7767045087%
Montcalm County	0.6957831869%
Montmorency County	0.0985847841%
Mount Clemens City	0.0290390165%
Mount Morris City	0.0026794798%
Mount Pleasant City	0.0206549613%
Mundy Charter Township	0.0087055516%
Muskegon Charter Township	0.0208333463%

Political Subdivision	Final Allocation Percentage
Muskegon City	0.1009248080%
Muskegon County	1.9100367830%
Muskegon Heights City	0.0288916451%
New Baltimore City	0.0277364435%
Newaygo County	0.5231811022%
Niles City	0.0336753397%
Niles Township	0.0124323128%
Northville Charter Township	0.0937410207%
Norton Shores City	0.0405173975%
Novi City	0.0846232347%
Oak Park City	0.0599120079%
Oakland Charter Township	0.0158387451%
Oakland County	6.0626269110%
Oceana County	0.2437641356%
Oceola Township	0.0002087325%
Ogemaw County	0.6231250992%
Ontonagon County	0.0564870701%
Orion Charter Township	0.0279774995%
Osceola County	0.2155121164%
Oscoda County	0.0566748663%
Oshtemo Charter Township	0.0071811704%
Otsego County	0.3179204956%
Ottawa County	0.8561297014%
Owosso City	0.0346613348%
Oxford Charter Township	0.0127384634%
Park Township	0.0040071188%
Pittsfield Charter Township	0.0274648128%
Plainfield Charter Township	0.0085009554%
Plymouth Charter Township	0.0357383127%
Pontiac City	0.3248498872%
Port Huron Charter Township	0.0083327500%
Port Huron City	0.1504374166%
Portage City	0.0567022991%
Presque Isle County	0.1629846266%
Redford Charter Township	0.1223763279%
Riverview City	0.0278625766%
Rochester City	0.0230459632%

Political Subdivision	Final Allocation Percentage
Rochester Hills City	0.0390185719%
Romulus City	0.1043054243%
Roscommon County	0.4301835283%
Roseville City	0.2467127304%
Royal Oak City	0.1498737243%
Saginaw Charter Township	0.0399524841%
Saginaw City	0.2486892685%
Saginaw County	1.8697499899%
Sanilac County	0.3884583961%
Sault Ste. Marie City	0.1102861372%
Schoolcraft County	0.0455825815%
Scio Charter Township	0.0029747576%
Shelby Charter Township	0.2924370238%
Shiawassee County	0.8126038392%
South Lyon City	0.0149498906%
Southfield City	0.2271237501%
Southfield Township	0.0000642545%
Southgate City	0.0512897499%
Spring Lake Township	0.0060017466%
Springfield Charter Township	0.0025808909%
St Clair County	2.2355263751%
St Joseph County	0.2462634133%
St. Clair Shores City	0.1962330188%
Sterling Heights City	1.0160154348%
Sturgis City	0.0345993898%
Summit Township	0.0084993840%
Superior Charter Township	0.0069991428%
Taylor City	0.2173451175%
Texas Charter Township	0.0030056684%
Thomas Township	0.0073384407%
Traverse City	0.0694748526%
Trenton City	0.0278175688%
Troy City	0.1362571155%
Tuscola County	0.4964108264%
Tyrone Township	0.0055627194%
Union Charter Township	0.0000295731%
Van Buren Charter Township	0.0769291242%



<b>Political Subdivision</b>	<b>Final Allocation Percentage</b>
Van Buren County	0.4404295489%
Vienna Charter Township	0.0049907472%
Walker City	0.0333201255%
Warren City	1.2684334598%
Washington Township	0.0466960473%
Washtenaw County	2.6615283392%
Waterford Charter Township	0.1262119884%
Wayne City	0.0938477408%
Wayne County	11.4087490300%
West Bloomfield Charter Township	0.1514104788%
Westland City	0.3653115305%
Wexford County	0.3345380363%
White Lake Charter Township	0.0337978902%
Wixom City	0.0213271541%
Woodhaven City	0.0330180645%
Wyandotte City	0.0563902282%
Wyoming City	0.1474722212%
Ypsilanti Charter Township	0.0334144094%
Ypsilanti City	0.0518771364%
Zeeland Charter Township	0.0035509487%

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the fifteenth day of December 2021, at 4:00 p.m.

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

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

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 21-35**  
**RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN**  
**PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE**  
**LITIGATION**

**WHEREAS**, Wexford County filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

**AND WHEREAS**, the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation*, MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

**AND WHEREAS**, the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Wexford County’s lawsuit;

**AND WHEREAS**, the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement by Janssen that it will discontinue the manufacture and distribution of prescription opioids products for at least the next ten years;
2. An agreement by Janssen that it will suspend any lobbying efforts that concern prescription opioids products;
3. The creation of a National Clearinghouse for wholesale distributors that will assist in the detection, suspension and reporting of suspicious orders of prescription opioids products; and
4. The payment of up to \$26 billion (depending upon the level of participation of state and local governments in the Proposed Settlements) in funding installments over the next 18 years, the bulk of which will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance.

**NOW, THEREFORE, BE IT RESOLVED,** Wexford County authorizes the execution of Participation Agreements for: 1. the Master Settlement Agreement with Janssen Pharmaceuticals, Inc.; and 2. the Master Settlement Agreement with the three wholesale distributor defendants (Cardinal, Amerisource Bergen and McKesson), both of which are listed and available to the public at <https://nationalopioidsettlement.com/>. Specimen copies of the material terms of the participation agreements are attached as an exhibit to this resolution.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

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

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

**RESOLUTION DECLARED ADOPTED.**

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

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 21-35 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 15, 2021, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

### **Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### **Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** Extension of Option to Purchase the Old Jail

**SUMMARY OF ITEM TO BE PRESENTED:**

On June 16, 2021, the Board of Commissioners approved a motion to “accept the Contingent Option to Purchase from US Federal Properties approximately 4.25 acres of land at Cobb Street.”

The Option included the statement that “If the Option is not exercised by December 31, 23021, or otherwise extended, this agreement shall be considered terminated.”

Jason Hobick of US Federal Properties was recently contacted. Mr. Hobick said the Veterans Administration (VA) has not yet contacted him regarding a purchase decision. He is working to get a response from the VA regarding what length of extension would be reasonable for consideration by the Executive Committee.

At the time of this writing, we have not heard from Mr. Hobick regarding a length of the extension. If he does provide that information before the committee meeting of December 14, it will be forwarded to the Committee.

**RECOMMENDATION:**

When reviewed by the Executive Committee the recommendation will be communicated to the full board through the draft motions.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** December 15, 2021  
**SUBJECT:** Resolution 21-36 Public Act 152 Health Care Requirements

**SUMMARY OF ITEM TO BE PRESENTED:**

With the passage of the Affordable Care Act, ACA, several years ago, each year the Board of Commissioners must attest to certain requirements regarding the ACA.

No changes were made from last year's health insurance. The resolution was updated to reflect this year.

**RECOMMENDATION:**

When reviewed by the Executive Committee the recommendation will be communicated to the full board through the draft motions.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the fifteenth day of December 2021 at 4:00 p.m.

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

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

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

**RESOLUTION NO. 21-36  
RESOLUTION TO IMPLEMENT THE PUBLIC ACT 152 HEALTH CARE  
REQUIREMENTS FOR 2022**

**WHEREAS**, Public Act 152 of 2011 (MCL 15.561 et seq.) known as the Publicly Funded Health Insurance Contribution Act (PFHICA), places specific limits on public employers' contributions toward their employees' health benefits and mandates that the employer's total cost be no more than either 80% of the total cost of the Health Plan or a hard cap amount as set by the Michigan Department of Treasury each year; and

**AND WHEREAS**, Sections 3 and 4 of the Act (MCL 15.568) permit a local unit of government, in its sole discretion, to adopt a maximum employer contribution limitation for the next succeeding year by a vote of its governing body; and

**AND WHEREAS**, in 2022 Wexford County will be self-insuring a significant portion of the total cost of the health plan and additionally utilizing a high-deductible insurance plan and health savings accounts (HSAs) which are all anticipated to save money; and

**AND WHEREAS**, in order to bring the County into compliance with Public Act 152 maximum contributions requirements or limits, each participating employee shall be required to contribute an amount toward the monthly cost of the health insurance plan premium which shall equate to 10% of the premium cost of the plan selected by the employee. Based on this analysis the County will be in compliance with the maximum funding requirement and therefore the County administration is recommending that this requirement of Public Act 152 be imposed for 2022.

**NOW, THEREFORE, BE IT RESOLVED**, that the Wexford County Board of Commissioners elect to impose Employer Contribution limits known as hard caps which results in an employee cost share of an amount equal to an employee 10% health insurance premium contribution to satisfy the funding limitation requirements of Public Act 152 of 2011 for Health Plan Year 2022.

**A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

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

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

**RESOLUTION DECLARED ADOPTED.**

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

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 21-36 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 15, 2021, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

**City Council**

200 North Lake Street  
 Cadillac, Michigan 49601  
 Phone (231) 775-0181  
 Fax (231) 775-8755



**Mayor**  
 Carla J. Filkins

**Mayor Pro-Tem**  
 Tiyi Schippers

**Councilmembers**  
 Bryan Elenbaas  
 Robert J. Engels  
 Stephen King

December 8, 2021

Gary Taylor, Chair  
 Wexford County Board of Commissioner  
 email: [gtaylor@wexfordcounty.org](mailto:gtaylor@wexfordcounty.org)

Gary:

The City of Cadillac has received an Application for Obsolete Property Rehabilitation Exemption Certificate for the 423 N. Mitchell Redevelopment under Act 146, PA 2000 as amended. The property included in the Application for Obsolete Property Rehabilitation Exemption Certificate includes the following two parcels: 423 N. Mitchell Street Parcel ID Number 10-068-00-001-00 and adjacent property Parcel ID Number 100-068-00-001-03.

In accordance with Act 146, the City Clerk is required to notify in writing the legislative body of each taxing jurisdiction that levies ad valorem property taxes in the qualified local government unit in which the obsolete facility is location of the receipt of the Application. This letter represents that notification for Wexford County.

A public hearing on the Application is being held on Monday, December 20, 2021 at 6:00 p.m. in the City Council Chambers located in the Cadillac Municipal Building at 200 North Lake Street, Cadillac, Michigan. The City Council will consider a resolution to approve the Application following the public hearing.

The County will also receive a notification of the public hearing for the Application under a separate provision of Act 146.

Thank you for your consideration. Please contact me if you have questions or would like additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandra Wasson", is written over a horizontal line.

Sandra Wasson, Clerk  
 City of Cadillac  
 200 Lake Street  
 Cadillac, Michigan 49601  
 Telephone No: (231) 775-0181 ext 111

cc: Janet Koch, County Administrator [jkoch@wexfordcounty.org](mailto:jkoch@wexfordcounty.org)  
 Alaina Nyman, County Clerk [clerk@wexfordcounty.org](mailto:clerk@wexfordcounty.org)

**Notice to Taxing Jurisdiction**  
**WEXFORD COUNTY**  
**OPRA Application – 423 N. Mitchell Redevelopment**  
**City of Cadillac**  
**December 8, 2021**

The Cadillac City Council will hold a public hearing on Monday, December 20, 2021 at 6:00 p.m. in the City Council Chambers located in the Cadillac Municipal Complex at 200 North Lake Street, Cadillac, Michigan in consideration of an Obsolete Property Rehabilitation Act (OPRA) Application for the 423 N. Mitchell Redevelopment.

This notice is being provided to Wexford County as a taxing jurisdiction that levies taxes in accordance with Act 146, P.A. 2000.

Act 146 provides for freezing existing taxable value for certain qualified properties for which improvements will be made, thereby abating local property taxes for the improvements for a period of up to 12 years. An OPRA District must be established by the Cadillac City Council and an OPRA application for each development in the District must be approved by the Cadillac City Council.

The Cadillac City Council will consider establishing an Obsolete Property Rehabilitation District at their December 20, 2021 meeting for the property noted below.

An Application for Obsolete Property Rehabilitation Exemption Certificate has been received from LJR Property Management, LLC for the former Speeds Automotive building and property at 423 N. Mitchell Street and adjacent property on W. Bremer Street with Parcel Identification Numbers 10-086-00-055-01 and 10-086-00-089-01.

With the approval of the Certificate by the Cadillac City Council and the State Tax Commission, the taxable value for the building will be frozen at its current value and improvement will not be subject to local taxes for a proposed period of 12 years.

A Brownfield Plan is also under consideration by the Cadillac City Council on December 20, 2021. Notice of the Brownfield Plan public hearing will be provided to taxing jurisdictions separately.

Please contact Marcus Peccia, City Manager, at 231-775-0181 or [mpeccia@cadillac.mi.net](mailto:mpeccia@cadillac.mi.net) if you have questions or would like additional information.

Sent via email on December 8, 2021 to:

Janet Koch

County Administrator

[jkoch@wexfordcounty.org](mailto:jkoch@wexfordcounty.org)

Alaina Nyman

County Clerk

[clerk@wexfordcounty.org](mailto:clerk@wexfordcounty.org)

**Notice to Taxing Jurisdiction**  
**WEXFORD COUNTY**  
**Brownfield Plan – 423 N. Mitchell Redevelopment**  
**Cadillac Brownfield Redevelopment Authority/City of Cadillac**  
**December 8, 2021**

The Cadillac City Council will hold a public hearing on Monday, December 20, 2021 at 6:00 p.m. in the City Council Chambers located in the Cadillac Municipal Complex at 200 North Lake Street, Cadillac, Michigan in consideration of the Brownfield Plan for the 423 N. Mitchell Redevelopment.

This notice is being provided to Wexford County as a taxing jurisdiction that levies taxes subject to capture under Act 381, P.A. 1996.

Act 381 provides for the capture of the increased taxes due to investments made on contaminated, blighted, functional obsolete or historically designated properties, or brownfields, to reimburse certain Eligible Activities with the approval of a Brownfield Plan, or amendments, by the Cadillac Brownfield Redevelopment Authority (CBRA) and the Cadillac City Council and, if state taxes are being captured, approval of an Act 381 Work Plan by the Michigan Department of Environment, Great Lakes and Energy (EGLE) for Environmental Eligible Activities and the Michigan Strategic Fund (MSF) for Non-Environmental Eligible Activities.

The description of the proposed Brownfield Eligible Property is the former Speeds Automotive building and property at 423 N. Mitchell Street and adjacent property on W. Bremer Street with Parcel Identification Numbers 10-086-00-055-01 and 10-086-00-089-01.

The Brownfield Plan (1) establishes the property at 423 N. Mitchell Street and W. Bremer Street as Eligible Property, (2) outlines Non-Environmental Eligible Activities and (3) provides for capture by the CBRA of increased incremental taxes generated by additional private investment on the Brownfield Eligible Property for reimbursement of the Brownfield Eligible Activity expenses. The proposed project will reimburse certain Eligible Activity expenses to redevelop the subject property with estimated capital investment of \$3 million.

With the support of brownfield incentives, the project is estimated to generate approximately \$42,300 in property taxes for the County through the thirty-year term of the Brownfield Plan and will continue to accrue beyond the plan. As part of the Brownfield Plan, an estimated \$68,671 in County taxes would be captured to reimburse lead and asbestos abatement, demolition, and stormwater management, the local brownfield fund and the State Brownfield Fund. These taxes would not be generated if there was no redevelopment. Currently, County incremental taxes are subject to capture by the DDA. An interlocal agreement between the DDA and the Brownfield Authority will provide for capture by the Authority.

The proposed Brownfield Plan, maps and descriptions of the properties are available for public review during normal business hours at the Office of the City Clerk, 200 North Lake Street, Cadillac, Michigan. Copies may be made available for a reasonable charge. All aspects of the Brownfield Plan are open for discussion at the public hearing.

Please contact Marcus Peccia, City Manager, at 231-775-0181 or [mpeccia@cadillac.mi.net](mailto:mpeccia@cadillac.mi.net) if you have questions or would like additional information.

Sent via email on December 8, 2021 to:

Janet Koch

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Alaina Nyman

County Clerk

[clerk@wexfordcounty.org](mailto:clerk@wexfordcounty.org)