



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on
Wednesday, January 19, 2022, beginning at 4:00 p.m. in the
Commissioners Room of the Historic Courthouse in Cadillac, Michigan

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:** At the Zoom website (zoom.us) click on “Join a Meeting” using 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 ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATION AND REPORTS
- 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 January 5, 2022 Annual Organizational Meeting Minutes.....1

J. AGENDA ITEMS

- 1. Cedar Creek Water Feasibility Study *(Executive 01/11/2022)*9
- 2. Kalkaska County Inmate Housing Agreement *(Executive 01/11/2022)*14
- 3. DHHS #10 Lease Agreement *(Executive 01/11/2022)*.....22
- 4. HVAC Proposal for the Wexford County Historic Courthouse *(Executive 01/11/2022)*32
- 5. Board & Committee Attendance Via Zoom *(Executive 01/11/2022)*
- 6. Resolution 22-05: Amendment of Resolution 14-47 *(Executive 01/11/2022)*34
- 7. Register of Deeds & Treasurer Electronic Export *(Finance 01/13/2022)*61
- 8. Budget Amendments *(Finance 01/13/2022)*69
- 9. Closed Session – Attorney Consultation Regarding Settlement Strategies70

- K. ADMINISTRATOR'S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJORN

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, January 5, 2022

Meeting called to order at 4:23 p.m by Clerk Nyman after some technical difficulties.

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

Absent- *None*.

Pledge of Allegiance.

Election of Board Chairperson

Alaina Nyman, County Clerk, began the meeting by explaining that under 46.3a the Commissioners are able to vote by secret ballot, if requested. Commissioner Hurlburt requested the vote be done by secret ballot.

Clerk Nyman opened the floor for nominations.

Comm Potter nominated Comm Taylor. This nomination was supported by Comm Bush. Comm Hurlburt nominated Comm Musta. This nomination was supported by Comm Nichols.

No other nominations were made. The floor was then closed to any further nomination.

Ballot vote; Comm Taylor received 6 votes, Comm Musta received 3 votes.

Election of Board Vice Chairperson

Chairman Taylor called for nominations for Board Vice Chair.

Comm Bush nominated Comm Bengelink. It was then stated that a second was not needed for a nomination.

Comm Nichols nominated Comm Townsend.

No other nominations were made. The floor was then closed to any further nomination.

Ballot vote; Comm Bengelink received 5 votes, Comm Townsend received 4 votes.

Additions/Deletions to the Agenda-

Deleted: L4-Closed Session: Attorney Consultation.

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Nichols to approve the agenda, as amended.

All in Favor.

Employee Recognition-

Judge Audrey Van Alst was present to receive her award for 10 years of service with the County. She thanked the Board for the recognition and stated she loved her job and those she works with.

Presentation and Reports- *None.*

Public Comment-

Corey Wiggins, Prosecuting Attorney, wanted to make the Board aware that the prosecutor in training, Maggie Marshall, had passed the bar and would be sworn in by Judge Elmore on Monday. He invited those that could to attend the ceremony.

Consent Agenda

1. Approval of the December 15, 2021 Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. A. Designation of Committee Chairs
Chairman Taylor stated he was going to keep the Committee Chairs the same, with the exception of the Recreation and Building Committee, which he asked Comm Theobald to chair.

MOTION by Comm Potter, seconded by Comm Bush to accept the decision of the Board Chairman designating committee chairs to the Finance & Appropriations, Human Resources & Public Safety, and Recreation & Building Committees.

All in favor.

- B. Assignment of Committee Members
Chairman Taylor stated that all Committee Appointments would remain the same.

MOTION by Comm Bengelink, seconded by Comm Bush to accept the decision of the Board Chairman designating the committee members to the Finance & Appropriations, Human Resources & Public Safety, and Recreation & Building Committees.

Motion passed 8-1 with Commissioner Nichols voting against the motion.

- C. 2022 Meeting Schedule
MOTION by Comm Bengelink, seconded by Comm Bush to accept the 2022 Board and Committee Meeting Schedule.

All in Favor.

2. Commissioner Code of Ethics

MOTION by Comm Musta, seconded by Comm Nichols to affirm Policy A-0.0, Code of Ethics and Conduct for Wexford County Commissioners and have each Commissioner submit a completed policy form to the County Clerk.

Roll Call: Motion passed unanimously.

3. Adoption of Board and Committee Policies and Procedures

MOTION by Comm Bengelink, seconded by Comm Theobald to accept the decision of the Board Chairman designating the committee members to the Finance & Appropriations, Human Resources & Public Safety, and Recreation & Building Committees.

Roll Call: Motion approved unanimously.

4. Closed Session: Attorney Consultation Regarding Settlement Strategies-*Deleted*.

5. Board and Liaison Appointments

Chairman Taylor stated all appointments would remain the same, with the exception of the Road Commission. He asked Comm Potter to be the liaison for that committee.

One Commissioner asked if someone was unable to attend a meeting, could they request another Commissioner to go in their place. After a brief discussion, it was noted that that would be a good idea. An update to the policy was requested.

MOTION by Comm Bengelink seconded by Comm Bush to accept the Chairman's 2022 Board and Liaison appointments to other Boards and Committees.

All in Favor.

6. Resolution 22-01, Wexford County Depository

MOTION by Comm Theobald, seconded by Comm Bush to approve Resolution 22-01, Wexford County Depository.

Roll call: Motion passed 9-0.

7. Resolution 22-02, Reaffirming Policy No. E-1.0 Investment Policy

MOTION by Comm Theobald, seconded by Comm Bush to approve Resolution 22-02, Reaffirming Policy No. E1.0, Investment Policy.

Roll call: Motion passed 9-0.

8. Resolution 22-03, Civil Rights, ADA, & Family Leave Act
MOTION by Comm Bengelink, seconded by Comm Bush to approve Resolution 22-03 Civil Rights Act/Americans with Disabilities Act and Family Medical & Family Leave Act.

Roll call: Motion passed 9-0.

9. Resolution 22-04, Fair Housing
MOTION by Comm Musta, seconded by Comm Bush to approve Resolution 22-04, Fair Housing.

Roll call: Motion passed unanimously.

10. Fair Housing Policy Statement
MOTION by Comm Theobald, seconded by Comm Bush to approve the Fair Housing Policy Statement.

Roll call: Motion passed unanimously.

11. Lake Street Rental
MOTION by Comm Nichols, seconded by Comm Bengelink to enter into an attorney-approved lease agreement with Mason-Lake Conservation District for 897 square feet of office space at 401 N. Lake Street, with the one-year lease to begin February 1, 2022 at a rate of \$6.36 per square foot, and authorize the Chair to sign the lease on behalf of the County.

Roll call: Motion passed 9-0.

12. Application to 911 Advisory Committee
MOTION by Comm Bengelink, seconded by Comm Potter to appoint Lorne Haase to the 911 Advisory Committee as Village Representative.

Roll call: Motion passed unanimously.

13. Application to the Airport Authority
MOTION by Comm Bengelink, seconded by Comm Nichols to appoint Commissioner Ben Townsend to the Airport Authority.

Comm Townsend asked if he could recuse himself from voting. He was told he still needed to vote.

Roll Call: Motion passed 9-0.

14. Community Corrections Part-Time Employee

MOTION by Comm Theobald, seconded by Comm Bush to approve the request to change the status of the part time Community Corrections Substance Abuse Testers from irregular to regular, effective January 1, 2022.

Roll Call: Motion passed unanimously.

15. Amendment Agreement-COAM CBA

MOTION by Comm Bengelink, seconded by Comm Potter to approve the amendment to the Collective Bargaining Agreement with the Command Officers Association of Michigan and authorize the Chairman to sign the agreement.

Roll Call: Motion passed 9-0.

16. Empiric Solutions Agreement

MOTION by Comm Musta, seconded by Comm Bengelink to approve the renewal contract with Empiric Solutions for IT services at Central Dispatch.

Roll Call: Motion passed unanimously.

17. IT Right: Computer Network Purchases

MOTION by Musta, seconded by Comm Bengelink to approve the IT Right costs for replacement of network switches, a 2021 purchase, and servers, a 2022 purchase.

Roll Call: Motion passed 9-0.

18. TKS Camera Purchases

MOTION by Comm Theobald, seconded by Comm Bush approve the TKS quote for security camera purchase and installation.

Roll Call: Motion passed unanimously.

19. Windemuller New TV Locations

MOTION by Comm Potter, seconded by Comm Nichols to approve the Windemuller quote for new TV locations in the Commissioner Room.

Roll Call: Motion passed 9-0.

20. Exterior Door/Frame Removal and Replacement

MOTION by Comm Nichols, seconded by Comm Musta to approve the City Glass proposal for the removal and replacement of exterior doors and frames at the Lake Street and the Courthouse.

Roll Call: Motion passed unanimously.

21. Sheriff's Department Submunition Training Conversion Kits

MOTION by Comm Bengelink, seconded by Comm Potter to approve the recommendation to purchase ten Simunition Conversion Kits from CMP Distributors.

Roll Call: Motion passed 9-0.

22. Sheriff's Department Springfield Armory Rifles

MOTION by Comm Bengelink, seconded by Comm Bush to approve the recommendation to purchase ten Springfield Armory Rifles from CMP Distributors.

Roll Call: Motion passed 9-0.

23. Sheriff's Department Apex Training Simulator

MOTION by Comm Nichols, seconded by Comm Musta to approve the recommendation to purchase the Apex Training Simulator from Apex Officer (2021 Purchase).

One Commissioner questioned if all the Sheriff's purchases were going to be coming out of 2021 funds. It was stated that they were.

Another Commissioner commented that she visited the website for this equipment and found it fascinating.

Roll Call: Motion passed unanimously.

24. Sheriff's Department 2022 Ford Edge

MOTION by Comm Theobald, seconded by Comm Bush to approve the MiDeal Signature Ford-Lincoln quote for the purchase of a 2022 Ford Edge from the Sheriff's 2021 Budget.

One Commissioner questioned if this was for a TNT officer. It was explained that this vehicle will replace the one the State used to provide, but is no longer providing.

Roll Call: Motion passed 9-0.

25. Prosecuting Attorney Agreement with City of Cadillac

MOTION by Comm Nichols, seconded by Comm Potter to authorize the Chairman to sign the proposed agreement between the City of Cadillac and the Wexford County Prosecuting Attorney for prosecution services.

Roll Call: Motion passed unanimously.

Administrator's Report-

Administrator Koch informed the Board that MSU Extension has chosen a new director that will be starting February 1st, however, she did not know who that was.

Ms. Koch explained to the Board that the VA has chosen not to move forward with the purchase of the old jail. She also informed the Board that Sprouse Masonry was at the current jail looking at the roof for repairs.

She further explained that Adam has been working on getting HVAC proposals for the courthouse. This could be potentially part of ARPA funds. More information would be coming on that.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports-

Comm Townsend thanked everyone for the vote to the Airport Authority. He planned on approaching the City to ask to have one of their council members also join.

Comm Theobald attended a DHHS meeting. They discussed 211 and that they are seeking information on those that use the service.

Board Comments-

Comm Bengelink wished Krisi a happy birthday. He was excited to see Julie back at the meeting. He also read a quote from George Wills.

Comm Theobald was very excited to be back at the meetings. She appreciated the support she received for the liaison suggestion.

Comm Nichols commented that it was great to have Julie back. She then read a statement discussing her disappointment in Committee appointments. She stated she did not feel her district had representation on two of the most significant committees from the Board. She also stated she was grateful for her liaison appointments.

Comm Potter stated he was glad the vote for Chair and Vice chair was over. He congratulated Chair Taylor and Vice Chair Bengelink. He further stated that he felt Building and Rec Committee was just as important as all of the other committees and did not agree with any statements made that it wasn't.

Comm Hurlburt was glad to see Julie back and feeling better. He also congratulated the Chair and Vice Chair. He further wanted to acknowledge that Butch was in attendance.

Comm Townsend stated Building and Recreation was the most awesome committee. He also stated how thankful he was for all 8 commissioners. He reminded everyone their work is for the County, their people, and he is thrilled to do what he can.

Chairman's Comments-

Comm Taylor was glad to have Julie back and thanked everyone for coming.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bengelink to adjourn at 5:01 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk



CONTRACT FOR SERVICES

Cedar Creek Township Water Feasibility Study

Client:	Wexford County	Date:	December 27, 2021
Client's Agent:	Janet Koch, Wexford County Administrator	Re:	Cedar Creek Township Water Feasibility Study
Address:	437 E. Division St Cadillac, MI 49601	From:	Mark Hurley, M.S., P.E.
cc:	File		

Gosling Czubak Engineering Sciences, Inc. (GCES) and Wexford County (CLIENT) agree that GCES will perform the professional services described in the Proposed Scope of Work, subject to GCES's Terms and Conditions, attached.

Project Name and Location

Project Name: Cedar Creek Township Water Feasibility Study

Proposed Scope of Work

Gosling Czubak Engineering Sciences, Inc. (GCES) is pleased to present the following proposal to provide professional services for a water feasibility study to supply the Cedar Creek Township water system with potable water from the City of Manton water system.

Proposed Scope of Work

1.0 FEASIBILITY STUDY

1.1 Scope of Work – Hydraulic Study

GCES will complete a hydraulic analysis to determine the water main size, route, and needed equipment to supply Cedar Creek's water system from Manton's. GCES will collect water system information from each utility pertinent to the hydraulic analysis. This information includes the following items:

- Water system record maps and as-builts
- Topographic elevation data
- Water storage tank operating levels / elevations
- Well supply capacities

- Normal and emergency operating conditions and procedures
- System flows and pressures
- Additional information as needed to complete the study

The analysis will determine the needed flow and pressure to supply the current Cedar Creek customers and minimal growth while maintaining system pressure to each customer with a minimum pressure of 40 psi to the first floor of each customer. The analysis will also determine if pumping equipment is required and the needed pumping capacity. The hydraulic analysis will be a desk top level study, no site visits or in person meetings with clients are planned.

1.2 Scope of Work – Opinion of Construction Costs

Based on the findings of the Hydraulic Study, a conceptual plan will be created complete with water main connection locations, valves, hydrants, air release, booster station and standby power (if required), and master meter. The conceptual plans will be used to tabulate a construction and engineering opinion of cost.

1.3 Deliverable

The findings from the hydraulic study, conceptual plan, and opinion of cost will be documented in a technical memorandum. A draft copy of the memo will be submitted to the Owner for review and comment. Comments from the Owner will be resolved prior to finalizing the memo.

1.4 Fee

The fee for the services listed is \$4,300.

1.5 Schedule

- Hydraulic Study – completed within one months of signed contract, (schedule subject to availability of needed information)
- Complete Opinion of Cost - within one month of completing Hydraulic Study
- Complete Technical Memorandum – within one month of receipt of Owner comments on draft document

Proposed Fee

The total fee to provide these services shall not exceed \$ 4,300.00

☐ Will be based on a time and materials basis in accordance with GCES's normal rates and charges

☐ An initial deposit to be applied to the final invoice is required in the amount of \$

Approval

Client

Gosling Czubak Engineering Sciences, Inc



Name: _____

Mark Hurley, M.S., P.E.

Title: _____

Director of Engineering Services

Dated: _____

Dated: December 27, 2021

Terms and Conditions

Description of Services: GCES agrees to perform those professional services described in the attached Contract for Services which is incorporated herein by reference as if the same had been fully set forth.

Payment for Services: The estimated total fee for the services set forth in the Contract for Services. The Client understands and agrees that the aforementioned amount is an estimate for the scope of work described in the Contract. Additional fees may be billed if the scope of the work is changed. A statement for work done in a month will be billed in the following month, and that payment is to be made by the Client within 30 days of the invoice.

Estimated Date of Completion: GCES will complete the performance of the services as indicated with the dates provided in the Contract for Services absent an act, condition, or event beyond the control of the parties.

Ownership of Documents: All original documents, drawings, computer files and survey notes represent the product of training, experience and professional skill. All such items are, and will remain, the property of GCES, regardless if the project is completed. Upon full payment of all amounts due hereunder, GCES will furnish copies of suitable, original drawings and other final work products in the form required by applicable law to the Client. Such documents furnished to the Client are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Client's sole risk and without liability or exposure to GCES.

Scope of Services Rendered: Client assumes full responsibility for determining the suitability of the described services to meet its needs. If indicated on the attached Contract for Services, such services may include preparation and attendance at public hearings or informational meetings, when so requested by the Client; but this Agreement does not include services that would pertain to the preparation or appearance on behalf of the Client in litigation.

Assignment of Contract: GCES will be solely responsible for all services performed under this Agreement and will supervise and direct the work in accordance with in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in the same locality. Neither the Client nor GCES may assign, sublet, or transfer their interest in this Agreement, without the prior written consent of the other.

Lien for Services/Attorney's Fees: GCES reserves the right to file any statutorily authorized lien against the property which is the subject of this contractual Agreement in the event payment is not received for services rendered. If GCES is required to file suit to secure payment, GCES shall be entitled to receive its actual attorney's fees and costs incurred in such litigation.

Termination of Services: This contract may be terminated by the Client or GCES should the other fail to perform its obligations under this contract. In the event of termination, the Client shall pay GCES for all services and expenses rendered to the date of the termination.

Limitation of Liability: The Client agrees to limit the liability of GCES on this project for claims, losses or damages and claims expenses to a sum not to exceed \$25,000 or GCES's total fee for services on this project, whichever is greater.

Consequential Damages: Neither the Client nor GCES shall be liable to the other, shall make any claim for any incidental, indirect, or consequential damages arising out of this Agreement. This mutual waiver of

consequential damages shall include any consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GCES shall require similar waivers of consequential damages in all contracts and subcontracts with others involved in this project.

Dispute Resolution: Any claims or disputes between the Client and GCES shall be submitted to non-binding mediation. The Client and GCES agree to include a similar mediation agreement with all contracts, subcontractors, suppliers and fabricators that provides for mediation as the primary method for dispute resolution between all parties.

Entire Agreement: This Agreement constitutes the entire Agreement of the parties and no alteration or amendment shall be effective until such time as it is reduced to writing and signed by both parties.

Permits: GCES will assist the Client with preparation and submittal of permit applications to the approving agencies listed in the description of services. GCES's contract fee estimate for permitting assistance is based on its experience working with the listed agencies. The Client and GCES acknowledge that permitting requirements are subject to the opinions of the permit review official(s) and may result in unforeseen conditions imposed by the permitting official. Any permitting assistance, design changes or inspections made necessary by newly enacted laws, codes, regulations, or interpretations of codes made by permitting and code officials that are not described in the contract services or were unforeseen by GCES at the time that this contract was signed, can be provided by GCES for additional fees. The amount of additional fees required by unexpected permitting or inspection requirements will be presented to the Client for the Client's approval before the additional work is undertaken.

**Agreement
Between
Wexford County / Wexford County Sheriff
and
Kalkaska County / Kalkaska County Sheriff
for
Housing Kalkaska County Prisoners
in the Wexford County Jail
For the Period Covering January 20, 2022 to December 31, 2022**

**AGREEMENT
TO
HOUSE KALKASKA COUNTY PRISONERS
IN
WEXFORD COUNTY JAIL**

THIS AGREEMENT, made and entered into this ____ day of January 2022, by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan (hereafter referred to as “Wexford”), acting on behalf of the SHERIFF OF WEXFORD COUNTY, who has offices at the Wexford County Jail, 1015 Lincoln Street, Cadillac, Michigan 49601 (hereinafter referred to as “Wexford Sheriff”), and the COUNTY OF KALKASKA, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as “Kalkaska”), acting on behalf of the SHERIFF OF KALKASKA COUNTY, who has offices at the Kalkaska County Jail, 605 N. Birch Street, Kalkaska, Michigan 49646 (hereinafter referred to as the “Kalkaska Sheriff”).

WITNESSETH:

WHEREAS, Kalkaska and the Kalkaska Sheriff wish to alleviate overcrowded conditions in the Kalkaska Jail by transferring and housing Kalkaska prisoners in the Wexford Jail; and

WHEREAS, Wexford and the Wexford Sheriff agree that Kalkaska Sheriff may transfer and house prisoners in the Wexford Jail, subject to the terms and conditions in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **AGREEMENT TERM AND TERMINATION.** This agreement shall commence on the 20th day of January 2022, and shall continue through the 31st day of December 2022, at the end of which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, either Kalkaska or Wexford can terminate this Agreement at any time, with or without cause, by delivery of not less than thirty (30) days prior written notification to the other party.

2. **BED SPACE TO BE PROVIDED AND COMPENSATION.** In consideration of Kalkaska incarcerating Kalkaska prisoners in Wexford Jail Beds under the terms of this Agreement, Kalkaska agrees to pay Wexford at a rate of THIRTY-FIVE AND NO/100 DOLLARS (\$35.00) per bed. Kalkaska shall pay Wexford for contract lodgings monthly within thirty (30) days of a billing statement indicating the dates and number of Kalkaska prisoners housed.

The Wexford Sheriff shall have sole discretion to determine the availability of facilities and staffing levels for the lodging of Kalkaska prisoners at the Wexford Jail and the Wexford Sheriff shall have discretion to deny admission based upon such factors and/or where necessary may require Kalkaska prisoners to be removed from the Wexford Jail.

3. **REMEDIES IF JAIL BECOMES UNINHABITABLE.** In the event the Wexford Jail becomes uninhabitable due to riot, natural disaster, fire, overcrowding, or other factors beyond the control of Wexford, requiring Kalkaska prisoners to be removed from the Wexford Jail, payments shall abate while the Jail is uninhabitable and Kalkaska may exercise either of the following options:

- a. Permitting Wexford, at Wexford's sole expense, to repair the Wexford Jail to a habitable state and upon completion of such repairs to resume the care and control of Kalkaska prisoners under the terms and conditions of this Agreement.
- b. Terminating this Agreement in its sole discretion effective on delivery of written notice to Wexford.

4. **TRANSPORTATION OF PRISONERS.** Kalkaska Sheriff shall deliver the Kalkaska prisoners to be housed at the Wexford Jail and shall turn the prisoners over the custody of the individuals designated by the Wexford Sheriff. The Kalkaska Sheriff shall provide transportation of prisoners to and from court proceedings and a means for a released prisoner's return to Kalkaska if said prisoner upon release cannot obtain transportation.

5. **PRISONER TRANSFER ORDERS.** Kalkaska Sheriff shall furnish the Wexford Sheriff an appropriate transfer order as a legal basis for holding a prisoner at the Wexford Jail on behalf of Kalkaska.

6. **PRE-TRANSFER REQUIREMENTS AND CONTAGIOUS DISEASE SCREENING.** The Wexford Sheriff may require that the Kalkaska Sheriff undertake medical and/or mental health testing or screenings of Kalkaska prisoners prior to transfer to and transport to the Wexford Jail. Such testing/screening shall include, but is not limited to, testing/screening for a contagious disease including, but not limited to, COVID-19. Pre-admission testing or

screening requirements may be instituted, revoked and/or amended by the Wexford Sheriff upon ten (10) day written notice to the Kalkaska Sheriff.

A. The current requirements of the Wexford Sheriff include a requirement Kalkaska provide and that ALL Kalkaska prisoners complete a Rapid Antigen Test within 72 hours prior to transfer or transport. A negative test result is a current condition of admittance for each Kalkaska prisoner. ALL test results will be sent to the Wexford Jail medical prior to transfer or approval of housing. If a prisoner tests positive for COVID-19, the Kalkaska Sheriff shall not transfer nor transport the prisoner to the Wexford Jail for 10 days following the positive test, or until the prisoner is no longer symptomatic, whichever occurs later. The Wexford Sheriff shall have the right to decline or pause the acceptance and intake of Kalkaska prisoners when the Kalkaska Jail has two or more epidemiologically linked COVID-19 positive cases (staff or prisoners) within the last 14 days. Wexford Sheriff will generally resume accepting Kalkaska prisoners after at least 14 days have elapsed since the last COVID-19 positive case. The time for resumption of acceptance of Kalkaska prisoners is subject to the discretion of the Wexford Sheriff, where, for example, there is indicia of continued outbreaks at the Kalkaska Jail.

B. The current requirements of the Wexford Sheriff include a requirement that Kalkaska transporting officers/staff and each Kalkaska prisoner must wear a mask that covers both the mouth and nose at all times when entering and while in intake of the Wexford Jail.

7. **PRISONER MEDICAL FILES.** Kalkaska Sheriff shall transmit the medical file; medical clearance file shall be maintained by the Wexford Jail's medical staff, and shall accompany the prisoner on any transfer. The Wexford Sheriff may maintain his own medical records as deemed appropriate and shall implement procedures to protect the confidentiality of the records and agrees not to release information about Kalkaska prisoners to unauthorized sources or to release information which is protected and/or made confidential by statute.

8. **MEDICAL COSTS.**

a. The boarding rate per bed day includes all routine prisoner incarceration costs including intake physicals and assessment done by the Wexford Jail Medical Staff.

- b. Any additional medical needs deemed necessary by the Wexford Jail Medical Staff will be paid by Kalkaska. This is to include, but not be limited to, prescriptions, hospitalizations, tests, laboratory, dental and optical services.
- c. Prior to any off-site non-emergency medical treatment for Kalkaska's prisoners, treatments must first be approved by Kalkaska.
- d. If hospital admission, or a hospital stay of four or more hours, of a Kalkaska prisoner is required -- Kalkaska shall be solely responsible for providing staff to secure and supervise the Kalkaska prisoner while at the hospital. If Wexford staff is utilized because of unavailability of Kalkaska staff or other exigent circumstance, Kalkaska will sole responsible to reimburse any and all any overtime and other additional staffing costs of Wexford.
- e. Billable medical costs will be billed to and paid by Kalkaska on a monthly basis.
- f. The Wexford Sheriff reserves the right and sole discretion to refuse housing in the Wexford Jail to any Kalkaska prisoner, including but not limited to individuals determined by medical personnel not to be medically acceptable for incarceration in the Wexford Jail.

9. **TYPES OF QUALIFIED PRISONERS.** Wexford will house only Kalkaska prisoners which fall between Medium and Very Low using the Northpointe Institute Classification System. Any prisoner with a higher classification or females will be accepted for housing at Wexford Jail on an on-call basis only. Wexford will not lodge any juvenile inmates The Wexford Sheriff reserves the right and sole discretion to refuse housing of a Kalkaska prisoner, including individuals requiring enhanced segregation or security resources.

10. **INMATE PROPERTY.** Wexford agrees to store all property of Kalkaska prisoners who are lodged in the Wexford Jail.

11. **DEATH OF KALKASKA PRISONERS.** If a Kalkaska prisoner dies while in the custody of the Wexford Sheriff, the Wexford Sheriff shall notify the Kalkaska Sheriff. Kalkaska shall be responsible for the disposition of the body of the deceased prisoner and any costs thereof, including the cost of autopsy, and any costs incurred by Wexford prior to the Kalkaska Sheriff's receiving the prisoner's body, if it is determined by the Medical Examiner performing the autopsy that the death resulted from natural causes. If the death of a Kalkaska prisoner is determined by the Medical Examiner performing the autopsy on the deceased to be of unnatural causes, Wexford shall pay the cost of disposition of the body and other costs relating to the death of the prisoner, including the cost of the autopsy.

12. **CHOICE OF LAW.** This Agreement and its performance shall be construed in accordance with, and governed by, the laws of the State of Michigan.

13. **COMPLIANCE WITH THE LAW.** The parties to this Agreement shall adhere to all applicable Federal, State, and local laws, ordinances, rules, and regulations, including, but not limited to, those regulating the transporting, housing, and care of prisoners.

14. **NONDISCRIMINATION.** The parties to this Agreement shall adhere to all applicable Federal, State, and local laws, ordinances, rules, and regulations prohibiting discrimination. The parties to this Agreement, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

15. **LIABILITY INSURANCE.** Both Kalkaska and Wexford shall procure, pay the premiums on, keep, and maintain during the term of this Agreement liability insurance of appropriate types and amounts to cover liability arising from the activities which they are to perform under this Agreement.

16. **COLLECTIVE BARGAINING.** It is expressly understood and agreed by Kalkaska and Wexford that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreements of either County.

17. **WAIVERS.** No failure or delay on the part of any of the parties of this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power, or privilege.

18. **AMENDMENTS.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of Kalkaska, Wexford, and the Kalkaska Sheriff and the Wexford Sheriff, signed by their authorized representatives.

19. **ASSIGNMENT OR SUBCONTRACTING.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of Kalkaska, Wexford, and the Kalkaska Sheriff and the Wexford Sheriff, signed by their authorized representatives.

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

21. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between parties. No other agreements, including prior agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. **SEVERABILITY OF PROVISIONS.** If any part of this Agreement is rendered invalid or unenforceable because of any Federal or State statute or regulation or by a court having appropriate jurisdiction ruling a provision or clause invalid, unconstitutional or beyond the authority of either Kalkaska, Wexford, Kalkaska Sheriff or Wexford Sheriff to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found to be invalid, unenforceable, unconstitutional or beyond the authority of the parties, and Kalkaska shall reimburse Wexford for all services provided under this Agreement up to the effective date of termination.

23. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

24. **CERTIFICATION OF AUTHORITY.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties that they represent, and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties to this Agreement have fully executed this Agreement as of the date above written.

WITNESSED BY:

COUNTY OF WEXFORD:

Date

Gary Taylor, Chairman
Wexford County Board of Commissioners

Date

Date

Sheriff Trent Taylor
Wexford County

Date

WITNESSED BY:

COUNTY OF KALKASKA:

Date

, Chairman
Kalkaska County Board of Commissioners

Date

Date

Sheriff Patrick Whiteford
Kalkaska County

Date



**District Health
Department #10**
Healthy People, Healthy Communities

Finance Office
1049 Newell Street, PO Box 850,
White Cloud, MI 49349
Phone: (231) 689-7300
Fax: (231) 689-7360
www.dhd10.org

December 22, 2021

Ms. Janet Koch
County Administrator
County of Wexford
437 East Division Street
PO Box 490
Cadillac, MI 49601

Dear Ms. Koch:

Enclosed are two copies of the Lease Agreement for 2022-2024 between District Health Department #10 and Wexford County. Please sign both copies. Keep one for yourself and return the other to my attention at the Newaygo County address or you may email me a copy.

Please feel free to contact me at 231-355-7522 or clopez@dhd10.org with any questions.

Sincerely,

Christine Lopez
Administrative Services Director

LEASE AGREEMENT

SECTION 1 - PARTIES:

THIS LEASE, made and entered into on this _____ day of _____, 2022, by and between the **COUNTY OF WEXFORD**, a public agency of the State of Michigan, whose principal place of business located at Courthouse, Cadillac, MI 49601 (hereinafter referred to as the "Lessor") and the **DISTRICT HEALTH DEPARTMENT #10**, a public agency of the State of Michigan (hereinafter referred to as the "Lessee").

SECTION 2 - PREMISES:

The Lessor, in consideration of the covenants, conditions, agreements and stipulations of the Lessee hereinafter expressed, does hereby demise and lease to the Lessee, and the Lessee does hereby take and hire from the Lessor the premises, situated in the Wexford County Services Building at 521 Cobb Street, Cadillac, MI 49601, consisting of approximately 14,426 square feet of office space area, with the specific locations within the building to be designated by the Lessor (hereinafter referred to as the "Leased Premises").

SECTION 3 - TERM AND USE:

The Lessor hereby leases to Lessee the above-described Leased Premises for a three (3) year term, commencing on the 1st day of January 2022, and terminating on the 31st day of December 2024. The premises shall be used by the Lessee, exclusively for the District Health Department programs.

SECTION 4 - TERMINATION PROVISION:

Either the Lessor or the Lessee shall have the right to terminate this Lease at any time during the original term or any extended term by providing to the other party sixty (60) calendar days' advance written notice of the termination.

SECTION 5 - RENTS:

The Lessee and the Lessor agree the value of rent for the Leased Premises is EIGHTEEN AND 50/100 DOLLARS (\$18.50) per square foot. The Leased Premises includes 14,426 square feet. The annual value for the Leased Premises is TWO HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-ONE AND 00/100 DOLLARS (\$266,881.00). The parties acknowledge other valuable consideration contained herein, including, but not limited to, the services provided by the Lessee to the residents of the County of Wexford.

SECTION 6 - OPTION TO RENEW TERM:

The Lessee shall have the right at its option to extend the term of this Lease for up to ten (10) additional one (1) year terms from the termination date of the original term or any extended term. This option shall be exercised by written notice to the Lessor, given not less than sixty (60) calendar days prior to the expiration date of the original term stating the length of time in which the Lease's term shall be extended. If the Lessee extends the term of this Lease by exercise of its option to renew, all terms and conditions set forth in this Lease shall remain in full force, including expressly the right of either party to terminate the Lease as provided in Section 4 above.

SECTION 7 - UTILITIES, MAINTENANCE, REPAIRS AND JANITORIAL SERVICES:

The Lessor shall maintain the Leased Premises in good repair, and shall provide utilities such as heat, air, water, and electricity for the Leased Premises during the term of this Lease. The Lessor agrees to make and pay for all maintenance and repairs to the Leased Premises including, but not limited to, heating-cooling system, electrical, plumbing, sewerage, and structural defects.

SECTION 8 - MEDICAL WASTE, TRASH:

The Lessee shall not dispose in trash containers to be emptied by Lessor's janitors any hypodermic needles, syringes, drugs, contaminated or poisonous materials. All such materials shall be placed in separate secure containers and be disposed of by the Lessee at locations other than Lessor's property.

SECTION 9 - ALTERATIONS AND SURRENDER OF DEMISED PREMISES:

The Lessee covenants and agrees that it will make no structural change or major alteration without the Lessor's written consent, and that it will not, in any manner, deface or injure the Leased Premises or any part thereof, and that it will return said Leased Premises peaceably and promptly to the Lessor at the end of the term of this Lease, or at any early termination thereof, in as good condition as the same where in when Lessee initially occupied the Leased Premises, ordinary wear and tear expected.

SECTION 10- FIXTURES AND PERSONAL PROPERTY:

Any trade fixtures, equipment and other property installed in or attached to the Leased Premises by or at the expense of the Lessee shall remain the property of the Lessee. The Lessor agrees that the Lessee shall have the right to remove any and all of its trade fixtures, equipment and other property provided, however, that in the event of such removal Lessee shall restore the Leased Premises to substantially the same condition in which the Leased Premises were in,

ordinary wear and tear and alterations/improvements approved by the Lessor in writing excepted.

SECTION 11 - ABANDONED PROPERTY:

In the event Lessee shall abandon the Leased Premises and leave on said Leased Premises any personal property, the Lessor shall notify the Lessee in writing of such abandoned property, and afford the Lessee thirty (30) days from the date the Lessee received such notice to claim and remove the abandoned property within the above-stated time period, the Lessor shall have the absolute right to remove said personal property from the Leased Premises and dispose of it in any way the Lessor deems reasonable.

SECTION 12 - INSPECTION:

The Lessor shall have the right at all reasonable times to inspect the interior of the Leased Premises and to perform any and all repairs necessarily required of the Lessor, and to periodically assess the condition of said Leased Premises.

SECTION 13 - SUBLETTING, ASSIGNING:

This Lease shall be binding upon and inure to the benefit of the Lessor and Lessee hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted in writing by Lessor. The Lessee shall not sublet the Leased Premises, or in any manner assign or transfer this Lease, or grant any right or license to any other individual or organization for the use of the Leased Premises without express written consent of the Lessor. Any authorized subletting of this Lease shall in no way release the Lessee from its responsibilities or covenants herein.

SECTION 14 - QUIET POSSESSION:

The Lessor shall, on the commencement date of the term of this Lease, place the Lessee in quiet possession of the Leased Premises and shall secure such quiet possession thereof against all persons claiming the same during the entire Lease and each extension thereof. The Lessor shall have the right, upon reasonable written notice to Lessee, to enter the Leased Premises for the purposes of inspecting the condition of the building and the Leased Premises.

SECTION 15 - TAXES:

The Lessor is exempt from all real estate taxes for the demised premises as the public entity. As a public agency, it is Lessor's understanding that Lessee's personal property is exempt from taxes by law. In the event any such personal property become subject to taxation, Lessor shall be notified of the same.

SECTION 16 - INSURANCE AND WAIVER OF SUBROGATION:

- A. The Lessee shall acquire and maintain at its own expense adequate public liability insurance or self-insurance for the Lease Premises on a comprehensive general liability form during the entire Lease. The Lessee's Comprehensive General Liability Insurance shall cover all its operations including the occupancy and/or use of the Lease Premises and the common areas of the Lessor's property of which the Lease Premises are a part including, but not limited to, driveways, parking lots, sidewalks, hallways, stairways, elevators, restrooms, etc. The limits of liability of such liability insurance shall be not less than \$5,000,000.00 per occurrence, and/or aggregate, combined single limit for personal injury, bodily injury, and property damage. Coverage shall include the following extensions (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Per contract aggregate. It is understood and agreed that the following shall be Additional Insured on the Lessee's liability insurance coverage: the Lessor, including all the Lessor's elected and appointed officials, all employees and volunteers. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.
- B. The Lessor shall acquire and maintain adequate insurance covering the full replacement cost of the Leased Premises against fire, vandalism, and the extended coverage perils for the buildings.
- C. The Lessee shall, prior to the commencement of the Lease, furnish to the Lessor copies of policies evidencing coverage under Paragraph A above. All such policies shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days' written notice to the Lessor and the Lessee.

If any of the insurance coverages expire during the term of this Lease, the party's whose coverage has expired shall deliver renewal certificates and/or policies to the other party at least ten (10) days prior to the expiration date.

- D. To the extent permitted by law, the Lessor hereby releases Lessee, its elected and appointed officials, employees and volunteers and others working on behalf of the Lessee from any and all liability or responsibility to the Lessor or anyone claiming through or under the Lessor by way of subrogation or otherwise, for loss or damage to property caused by fire or any other casualty to the extent covered by property insurance obtained and/or maintained by the Lessor pursuant to this Lease, even if such fire or other casualty shall have been caused by the fault or negligence of Lessee, its elected or appointed officials, employees or volunteers or others working on behalf of Lessee. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessor's policies of

insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessor to recover thereunder.

The Lessor agrees that its policies will include such a clause or endorsement.

- E. To the extent permitted by law, the Lessee hereby releases the Lessor, its elected and appointed officials, employees and volunteers and others working on behalf of the Lessor from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Lessor, its elected or appointed officials, employees or volunteers or others working on behalf of the Lessor, including, but not limited to, any loss of office furniture, trade fixtures, office equipment, supplies, and all other items of Lessee's property on the Lease Premises due to fire, vandalism, or other perils. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessee's policies or insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessee to recover thereunder.

The Lessee agrees that its policies will include such a clause or endorsement.

SECTION 17 - INDEMNIFICATION AND HOLD HARMLESS:

The Lessee shall, at its own expense, indemnify, protect, defend and hold harmless the Lessor, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees the Lessor may incur as a result of any acts, omissions or negligence of the Lessee, its employees, agents or subcontractors that may arise out of this Lease. The Lessee's responsibilities to the Lessor and its officers, employees, and agents as set forth in this provision shall not be mitigated by the insurance coverage obtained by the Lessee pursuant to the requirements of this Lease.

SECTION 18 - DAMAGE BY FIRE OR OTHER HAZARD:

If the Leased Premises or the building containing the same is damaged or destroyed by fire or other cause, then Lessor, with due diligence, shall repair and restore said building and premises to their condition immediately prior to such damage or destruction; and the fixed rents shall abate proportionately according to the extent that the occupancy and use of the Leased Premises is affected. Provided, however, that in the event the Leased Premises are completely destroyed or damaged and not to be useable by the Lessee for the purposes herein provided, or if the Lessor determines the reconstruction or repair is not practicable, then this Lease may be terminated by

either party hereto by serving thirty (30) days' written notice upon the other, and fixed rents shall abate during the time period that the tenancy of the Leased Premises is affected.

SECTION 19 - DEFAULT:

If the Lessee shall default in fulfilling any covenant or condition of this Lease, the Lessor may give the Lessee fourteen (14) days' written notice of intention to terminate this Lease and, at the expiration of said fourteen (14) days, the Lessee will then surrender the Leased Premises to the Lessor according to the laws of the State of Michigan, and shall pay the Lessor all rents due and owing as of the effective date of termination.

SECTION 20 - NOTICES:

Wherever in this Lease, it shall be required or permitted that notice or demand be given or serviced by either party to this Lease, such notice or demand shall be given in writing and forwarded by first class mail, with postage prepaid, addressed as follows:

To the Lessor at: County of Wexford
 Courthouse
 Cadillac, MI 49601

To the Lessee at: District Health Department #10
 1049 Newell, PO Box 850
 White Cloud, MI 49349

Such addresses may be changed from time to time by either party by serving written notices as above provided.

SECTION 21 - OBLIGATIONS OF SUCCESSORS:

The Lessor and the Lessee agree that all the provisions of this Lease shall bind and be to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

SECTION 22 - APPLICABLE LAW AND VENUE:

This Lease shall be construed under and in accordance with the laws of the State of Michigan. In the event any disputes arise under this Lease, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

SECTION 23 - EFFECT OF PARTIAL INVALIDITY:

If any provision of this Lease is held to be invalid or unenforceable because of State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, it shall be considered to be deleted and the remainder of this Lease shall not be affected thereby. Where the deletion of the invalid or unenforceable provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the provision was declared invalid or unenforceable.

SECTION 24 - EMINENT DOMAIN:

If the Leased Premises taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on that part taken on the day possession is taken.

SECTION 25 - PARKING:

The Lessor grants the Lessee, its invitees, patients and general public, together with and subject to the same rights also retained by the Lessor, the right to use the parking area adjacent to the Leased Premises.

SECTION 26 - HEADING OF SECTIONS:

The headings of the sections of this Lease are for convenience only, and do not define, limit or construe the contents.

SECTION 27 - WAIVERS:

No failure or delay on the part of either of the parties to this Lease in exercising any right, power or privilege set forth herein shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SECTION 28 - AMENDMENTS:

Modification, amendments, alterations, or waivers or any provision of this Lease may be made only by the written mutual consent of the parties hereto.

SECTION 29 - NONDISCRIMINATION:

The Lessee shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political

affiliation. The Lessee shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- a. The Elliot-Larson Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 335, and regulations promulgated thereunder.
- d. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this provision shall be regarded as a material breach of this Lease. In the event the Lessee is found not to be in compliance with this provision, the Lessor may terminate this Lease effective as of the date of delivery of written notification to the Lessee.

SECTION 30 - COMPLETE LEASE:

This Lease and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

SECTION 31 - ATTORNEY'S FEES:

In the event the Lessor or the Lessee breaches any of the terms of this Lease whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the party not in default reasonable attorney(s) fees so incurred by such other party.

SECTION 32 - CERTIFICATION OF AUTHORITY TO SIGN LEASE:

The persons signing on behalf of the Lessor and Lessee certify by their signatures that they are authorized to sign this Lease on behalf of said parties and that this Lease has been authorized by said parties.

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

WITNESSED BY:

Date: _____

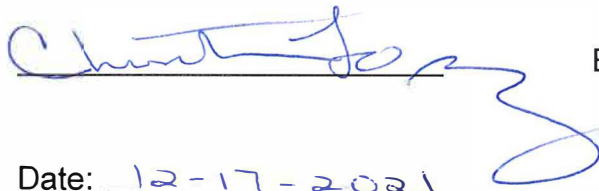
LESSOR:

COUNTY OF WEXFORD

By: _____
_____, Chairperson

LESSEE:

**DISTRICT HEALTH DEPARTMENT #10, BOARD OF
HEALTH**



Date: 12-17-2021

By: 

Jim Maike, Chairperson



BRANRO Enterprises
Bringing Businesses Together

3124 Kochville Road, Saginaw, MI 48604
989-941-3270 www.branro.com

PROPOSAL

Proposal For

Wexford County Courthouse
Attn: Janet Koch, Administrator
437 E. Division
Cadillac, MI, 49601

Date	Terms	Proposal #
1/4/2022	50% Down Payment Balance Due At Completion	B21-098-01

Summary of Work to Be Done

Mechanical and Electrical Survey at the Wexford County Courthouse

Detailed Scope of Work

1. Provide a mechanical and electrical study for the Wexford County Courthouse. The facility is approximately 30,000 square feet. The study will evaluate the best ways to heat, cool, and ventilate the building, taking into account the courthouse is a historic building and needs to maintain the historic building appearance
2. MECHANICAL: A building inspection will be performed to get a good understanding of the existing mechanical system and the existing building's architecture. Based on the inspection, 2-3 different mechanical systems that could be used for the building will be determined. Construction cost estimates, advantages, and disadvantages for each system will be provided
3. ELECTRICAL: A building inspection will be performed to get a good understanding of the existing electrical system. The overall electrical service will be evaluated to determine if it is large enough to supply the new mechanical needs for the space. A general assessment of the electrical system will also be provided along with construction cost estimates for the options that are available
4. ARCHITECTURAL: A building inspection, interviewing some of the key staff and facility employees to get a good understanding of the problems that are occurring with the existing building. Evaluate the existing shell and interior of the building. Based on information that has been provided, some of the items that need to be addressed, are the artwork painted on the plaster ceiling that is falling off, there is a potential area in the building causing drafts and the dome needs to be evaluated. In addition to these items, the windows and other areas of the building will be evaluated. Recommendations and construction cost estimates will be provided to fix each option
5. SECURITY SURVEY/REVIEW: A county wide survey of the video surveillance and access control security systems, starting with review of the software and interviewing key staff. Survey will include reviewing what is in place, reviewing what coverage needs to be added and updated, and making recommendations to achieve the improvements needed.
6. FIRE ALARM SURVEY/REVIEW: Survey the present status of the fire alarm at the Wexford County Courthouse. Survey will include recommendations on upgrades and/or improvements for system to ensure the building is properly covered and protected

<u>Detailed Service List</u>	
<u>Qty</u>	<u>Description</u>
	<u>INCLUDED:</u>
1	Field Investigation
1	Mechanical Study
1	Electrical Study
1	Architectural Study
1	Security System Review
1	Recommendations For Each Trade
1	Multiple Options When It Makes Sense
1	Construction Cost Estimates For Each Trade
1	Advantages and Disadvantages For Different Options
1	Final Report In Book and Electronic Format
1	Meeting To Review The Report
1	<u>NOT INCLUDED:</u>
1	Structural Study Or Design
1	Plumbing Study Or Design
1	Mechanical, Electrical, Plumbing, Architectural And Civil Design
1	Civil Study
Installed Total	
	\$22,500.00

Notes:

- Proposal valid for thirty (30) days
- Branro is not responsible for existing malfunctioning equipment that is not due for replacement in the scope of work of this proposal
- Any improvements made as a result from the survey to be completed through Branro Enterprises as the general contractor
- Approximate delivery time: 2-4 weeks from time of proposal acceptance

Approval

Client

Date _____

BRANRO

Date _____

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, County Administrator
FOR MEETING DATE: January 19, 2022
SUBJECT: Resolution 22-05: Amendment of Resolution 14-47

SUMMARY OF ITEM TO BE PRESENTED:

Mr. Richard Wilson, attorney for the Lake Mitchell Sewer Authority (LMSA), contacted me recently regarding the 2014 Sewer Transfer Agreement, which conveyed the assets of the sewer system from the County to the Townships.

The LMSA is currently seeking funding from USDA Rural Development, and it has been discovered that one portion of the 2014 agreement was never fully executed. Obtaining full execution of the 2014 agreement is vitally important to finalize funding.

Following are:

- 1) Email of 1-11-2022 from Mr. Wilson to Mr. McNulty, the County's counsel, describing the situation.
- 2) Resolution 22-05 drafted by Mr. McNulty to rectify the situation
- 3) Assignment of Easements
- 4) Affidavit; Liber 47, Pages 756-774; this will be Exhibit A of the Assignment of Easements
- 5) Map of the Lake Mitchell Sewer Authority; this will be Exhibit B of the Assignment of Easements

An additional email from Mr. Wilson indicated that Exhibit A will also include the easements as described in a Condemnation Order, File No. 77-3196-CC, Liber 42, Pages 570-652. For the sake of brevity, these 83 pages are not included in the packet, but will happily be provided upon request. Similarly, the 31-page Sewer System Transfer Agreement is also not included but will be provided upon request.

Note: though this matter was discussed briefly at the Executive Committee meeting of January 11, there was not enough information available at the time to make a recommendation.

RECOMMENDATION

That the Board approve Resolution 20-05, an amendment of Resolution 14-47.

From: Richard M. Wilson <RWilson@mikameyers.com>
Sent: Tuesday, January 11, 2022 4:26 PM
To: Richard D. McNulty <rmcnulty@cstmlaw.com>
Cc: Janet Koch <JKoch@wexfordcounty.org>; Office <operationsoffice@lakemitchellsewer.com>; Mark E. Nettleton <MNettleton@mikameyers.com>
Subject: Wexford County

Rich,

We represent the Lake Mitchell Sewer Authority (LMSA) which is the successor to Wexford County in regards to the sewer system surrounding Lake Mitchell. I am attaching an agreement from 2014 that was used to transfer the system from the county to the three townships that comprise the LMSA. The LMSA is working with Rural Development to obtain a loan to make needed improvements to the system and during our investigations into the title issues, we discovered that there was never an assignment of the numerous easements acquired for the system from the County to LMSA, although as Exhibit B to the Sewer Transfer Agreement indicates, that was contemplated to occur back in 2014.

I've been in contact with Janet Koch and she is bringing this forward to the appropriate boards and officials at the County so we can get the assignment accomplished, and I promised her I would send you the updated Exhibit B that we propose to use in 2022 to accomplish the assignment of the easements, so you were familiar with what we are doing and can weigh in with any questions you may have. We have looked high and low and as best we can determine, the assignment of the easements did not occur in 2014 as no one can find a record of it and it is not recorded.

The only comprehensive list of the easements we are aware of is attached to an affidavit recorded at 47/756, a copy of which I have attached. We plan to use that as Exhibit A to the assignment. For Exhibit B, we propose the attached map (labelled LMSA Exhibit A), which is the map that defines the system in a number of places, including the treatment contract we have with the City of Cadillac.

Let me know if you have any questions. I've copied Janet on this email. We are under a bit of a time crunch so are hoping to get this all accomplished in the next month if we can. Thank you and let me know if you have any questions.

Richard

Mika Meyers PLC

Richard M. Wilson, Jr.

Mika Meyers PLC

414 Water Street

PO Box 537

Manistee, MI 49660

Tel: 231-723-8333

Fax: 231-723-3888

mikameyers.com

E-mail: rwilson@mikameyers.com

This message is for the addressee only. It may be confidential, and may include communications protected by the attorney-client privilege, attorney work product protected from discovery in litigation, and/or insider information regarding business transactions. Unauthorized use, disclosure or copying is prohibited, and may be unlawful. If you have received this message in error, please call the sender at (231) 723-8333 and delete the message from your system.

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 nineteenth day of January, 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

RESOLUTION NO. 22-05
AMENDMENT OF RESOLUTION 14-47 CONVEYANCE OF THE ASSETS OF THE LAKE MITCHELL SEWER SYSTEM AND MATTERS RELATED THERETO

WHEREAS, on December 17, 2014, Wexford County Board of Commissioners by Resolution 14-47 approved the conveyance by the Wexford County Board of Public Works (“BPW”) of specified assets of the Lake Mitchell Sewer System (the “Sewer System”) to the Townships of Cherry Grove, Clam Lake, and Selma, Wexford County (the “Townships”); and

WHEREAS, Resolution 14-47 authorized and directed the chair BPW to execute and deliver “... the Transfer Agreement and any and all documents including, but not limited to, quit claim deeds, bills of sale and assignment, **and assignments of easements (all on file with the County) necessary to convey the real and personal property assets of the Sewer System to the Townships** with such immaterial additions and deletions as shall be determined by the Chair and Secretary of the Board of Public Works to be in the best interest of the County to effectuate the conveyance and transfer of the Sewer System to the Townships...”; (emphasis supplied) and

WHEREAS, legal counsel for the Lake Mitchell Sewer Authority (LMSA) in undertaking to apply for a financing discovered and notified the County Administrator that necessary assignment of easement documents forms regarding were not, in fact, completed by the BPW in 2014; and

WHEREAS, the BPW in not currently active nor are BPW board members appointed by the Board of Commissioners; and

WHEREAS, to address this matter, legal counsel for LMSA has requested that the County Board of Commissioners authorize the County, through the Board Chair, to execute the attached assignment of easements and including the attached Exhibits A and B (collectively, the Easements Assignment); and

WHEREAS, County Counsel has no objections to the proposed means to remedy this issue;

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. Resolution 14-47 is amended so as to permit the Chairperson of the Board of Commissioners to alternatively execute on behalf of the County and BPW assignments of easements (all on file with the County) necessary to convey the real and personal property assets of the Sewer System to the Townships; and,
2. The Chairperson of the Board of Commissioners is authorized to execute the attached Easements Assignment and such other or additional documents necessary to effectuate the transfer and assignment contemplated in Resolution 14-47.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

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 22-04 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 5, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

ASSIGNMENT OF EASEMENTS

COUNTY OF WEXFORD, whose address is 437 East Division Street, Cadillac, MI 49601, as Grantor, hereby conveys and quit claims to the **LAKE MITCHELL SEWER AUTHORITY**, a Michigan municipal sewage authority, organized and existing under Act 233 of the Public Acts of 1955, whose address is 3161 South Lake Mitchell Dr., Cadillac, MI 49601, as Grantee, for the sum of \$1.00, the receipt of which is hereby acknowledged, all of its right, title and interest in and to all easements and rights-of-way across public or private lands obtained in the name of the County of Wexford, its Board of Public Works, or the Office of the Wexford County Drain Commissioner, with respect to lands located within the Townships of Cherry Grove, Clam Lake and Selma, Wexford County, Michigan, including without limitation the individual easements referenced on the attached Exhibit A; provided, however, that to the extent any easement included within the attached Exhibit A is not part of, or necessary for the ownership, operation or maintenance of, the Lake Mitchell Sewer System, as more particularly described on Exhibit B attached hereto, such easement is not assigned by the County of Wexford to the _____.

Grantor, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the request of Grantee, Grantor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further instruments, transfers and assurances as may be reasonably requested by Grantee in order for Grantee, its successors and assigns to enjoy the benefits of any such easements.

This assignment is exempt from Michigan State Transfer Tax pursuant to MCL §207.526(a) and from County Transfer Tax pursuant to MCL §207.505(a).

Dated this ____ day of _____, 2022.

SIGNED BY:

COUNTY OF WEXFORD

By: _____
Gary Taylor
Its: Chairperson,
County Board of Commissioners

By: _____
Alaina M. Nyman
County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

Acknowledged before me in Wexford County, Michigan, this ____ day of _____, 2022, by Gary Taylor, Chairperson of the County of Wexford Board of Commissioners, and Alaina M. Nyman, County Clerk, on behalf of the County of Wexford.

*
Notary Public, _____ County, Michigan
Acting in Wexford County, Michigan
My commission expires: _____

Drafted By And When Recorded Return To:

Mark E. Nettleton, Attorney
Mika Meyers Beckett & Jones PLC
900 Monroe Ave., N.W.
Grand Rapids, MI 49503-1423

Tax Parcel # _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A
TO ASSIGNMENT OF EASEMENTS

(See attached for listing of easements located in Cherry Grove Township, Clam Lake Township and Selma Township, Wexford County)

**EXHIBIT B
TO ASSIGNMENT OF EASEMENTS**

**DESCRIPTION OF LAKE MITCHELL SEWER SYSTEM LOCATED WITHIN
CHERRY GROVE TOWNSHIP, CLAM LAKE TOWNSHIP, AND SELMA TOWNSHIP,
WEXFORD COUNTY**

[to be inserted]

AFFIDAVIT

STATE OF MICHIGAN)
) ss
COUNTY OF WEXFORD)

I, Gary Fuller, director of the Wexford County Department of Public Works, Wexford County, Michigan, being duly sworn says:

1. That he is the duly appointed and acting director of the Wexford County Department of Public Works.

2. That he is familiar with the Wexford County Sewage Disposal System #1, so called location around and in the vicinity of Lake Mitchell in Wexford County.

3. That the operation and maintenance of the Wexford County Sewage Disposal System #1 is under his direct supervision and control.

4. That prior to the commencement of the Wexford County Sewage Disposal System #1, the County of Wexford, Michigan obtained and recorded certain easements for locating, establishing, constructing and maintaining the Wexford County Sewage Disposal System #1.

5. That in each instance the easement obtained and recorded contained the following description of the easement:


"The exact location shall be in accordance with plans and specifications entitled "Wexford County, Michigan Wastewater Collection System," dated June 25, 1976 and prepared by Snell Environmental Group, Inc. Following the construction, the undersigned do appoin' J. L. Wilcox & Associates, Inc. or its successors, as our agent to prepare and attach to this easement a legal description of the same prepared from its surveyed field data, the cost of which shall be paid for by the County of Wexford, Michigan.

6. That construction of the Wexford County Sewage Disposal System #1 has been completed and Snell Environmental Group, Inc., ~~LANSING~~ Michigan successor to J. L. Wilcox & Associates, Inc. and agent of Wexford County for the purpose set forth in such easements has prepared a legal description of each said easement.

7. That the attached Exhibit A sets forth the legal description of the property on which an easement was obtained,

the liber and page on which the easement was originally recorded with the Wexford County Register of Deeds, the name of the last known property owner(s) and the legal description of the easement.

Further affiant says not.


 Gary R. Fuller
 Director
 Wexford County DPW

State of Michigan
 County of Wexford

2/23/81

Personally appeared before me, a Notary Public in and for Kent County, Michigan acting in Wexford County Michigan on February 23, 1981 the above-named Gary R. Fuller, Director, Wexford County DPW who acknowledged the execution of the foregoing Affidavit to be in its intent and purposes

Witness my



Richard C. Hiestand
 Notary Public, Michigan
 Acting in Wexford
 County, Michigan
 Commission Expires
 5/1/82

EXHIBIT A

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 26, Birch Ridge Plat #2	42/156	Leo Ingraham, Jr.	The north 20' of Lot 26, Birch Ridge Plat #2.
Lot 27, Birch Ridge Plat #2	42/234	Leo J. Ingraham, Sr. and Jean M. Ingraham 1304 Leeson Avenue Cadillac, MI 49601	The north 20' of Lot 27, Birch Ridge Plat #2.
Lot 28, Birch Ridge Plat #2	42/156	Leo Ingraham, Jr.	The north 20' of the east 40' of Lot 28, Birch Ridge Plat #2.
Lot 87, Birch Ridge #3	41/702	Joseph & Alice R. Carpenter Route #2 Cadillac, MI 49601	A 20' wide strip of land running East-West across the property and being 10' on either side of a centerline 110' south of and parallel to the north line of Lot 87, Birch Ridge Plat #3.
Lot 13, Birch Ridge Plat #1	41/990	Ervin Wagner 196 Fern Avenue Cadillac, MI 49601	The south 10' of Lot 13, Birch Ridge Plat #1.
Lot 14, Birch Ridge Plat #1	41/988	Ervin Wagner 196 Fern Avenue Cadillac, MI 49601	The south 10' of Lot 14, Birch Ridge Plat #1.
Lot 17, Birch Ridge Plat #1	41/986	Ralph Lanning Route #2 Cadillac, MI 49601	The south 10' of Lot 17, Birch Ridge Plat #1.
Lot 18, Birch Ridge Plat #1	41/984	Anton & Dollie M. Krausz 933 Lincoln Lincoln Park, MI 48146	The south 10' of Lot 18, Birch Ridge Plat #1.
Part of Lot 20, Block 1, Flowing Wells Park	42/75	Carl Abrahamson 819 Second Avenue Cadillac, MI 49601	The southerly 10' of the following property: Lot 20 except the east 47', Block 1, Flowing Wells Park.
Part of Lots 20 and 21, Block 1, Flowing Wells Park	42/69	Robert D. & Cecilia Sweet Route #3 Cadillac, MI 49601	The south 10' of the following property: the east 47' of Lot 20 and the west 10' of Lot 21, Block 1, Flowing Wells Park.

LIBER

47 PAGE 758

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
East Part of Lot 22 and W 15' of Lot 23, Block 1, Flowing Wells Park	42/332	Arnold T. & Karen L. Workman 3241 N. Lake Mitchell Cadillac, MI 49601	The southerly 10' of the property described as follows: Commencing at the NE corner of Lot 22, thence West 42', thence southerly to a point on the South line of the lot 46' West of the SE corner, thence East 46', thence N to POB; also the southerly 10' of the W 15' of Lot 23; said lots being in Block 1, Flowing Wells Park.
Portion of Lot 23, Block 1, Flowing Wells Park	42/43	Harry A. & Marie Bozung 120 E. Chapin St. Cadillac, MI 49601	The southerly 10' of the westerly 30' of the property described as follows: Lot 23 except the W 15', Block 1, Flowing Wells Park.
Lot 24, Block 1, Flowing Wells Park	42/241	Vernelle V. & Mary E. Johnson 319 E. Bremer St. Cadillac, MI 49601	The southerly 10' of the easterly 15' of Lot 24, Block 1, Flowing Wells Park.
Lot 25, Block 1, Flowing Wells Park	42/239	David & Doris Ann Lea 3217 N. Lake Mitchell Cadillac, MI 49601	The southerly 10' of Lot 25, Block 1, Flowing Wells Park.
Lot 10, Block 40, Boulevard Beach Subdivision #3	42/277	Esther E. Anderson 115 1/2 W. Bremer St. Cadillac, MI 49601	West 10' of the south 10' of Lot 10, Block 40, Boulevard Beach Subdivision #3.
Lot 11, Block 40, Boulevard Beach Subdivision #3	42/299	Esther E. Anderson 115 1/2 W. Bremer St. Cadillac, MI 49601	The west 80' of Lot 11, Block 40, Boulevard Beach Subdivision #3.
Lot 24, Block 15, Boulevard Beach Subdivision #1	42/347	Philip E. Rodgers, Sr. & Lois L. Rodgers 140 South Lake Drive Cadillac, MI 49601	The easterly 10' of Lot 24, Block 15, Boulevard Beach Subdivision #1.
Lot 25, Block 15, Boulevard Beach Subdivision #1	42/350	Philip E. Rodgers, Sr. & Lois L. Rodgers 140 South Lake Drive Cadillac, MI 49601	The easterly 10' of Lot 25, Block 15, Boulevard Beach Subdivision #1.

LIBER

47 PAGE 759

Legal Description
of Property

Liber and
Page

Property
Owner

Legal Description
of Easement

Lot 26, Block 15, Boulevard
Beach Subdivision #1

42/353

Philip E. Rodgers, Sr.
& Lois L. Rodgers
140 South Lake Drive
Cadillac, MI 49601

The easterly 10' of Lot 26, Block 15, Boulevard Beach Subdivision #1.

Lot 27, Block 15, Boulevard
Beach Subdivision #1

42/341

Philip E. Rodgers, Sr.
& Lois L. Rodgers
140 South Lake Drive
Cadillac, MI 49601

The easterly 10' of Lot 27, Block 15, Boulevard Beach Subdivision #1.

Lot 28, Block 15, Boulevard
Beach Subdivision #1

42/314

Carl & Reva Thompson
177 South Lake Shore
Cadillac, MI 49601

The easterly 10' of Lot 28, Block 15, Boulevard Beach Subdivision #1.

Lot 29, Block 15, Boulevard
Beach Subdivision #1

42/317

Carl & Reva Thompson
177 S. Lake Shore Dr.
Cadillac, MI 49601

The easterly 10' of Lot 29, Block 15, Boulevard Beach Subdivision #1.

Lots 1 & 2, Block 19, Boulevard
Beach Subdivision #1

Lot 1-42/320
Lot 2-42/323

Gordon E. & Nellie I.
Cole
3011 Elmhurst
Royal Oak, MI 48073

The westerly 10' of Lots 1 and 2, Block 19, Boulevard Beach Subdivision #1.

Lot 3 & 4, Block 19, Boulevard
Beach Subdivision #1

42/169

Warren A. & Marian J.
Marsh/John M. & Maria
E. McClinchey
Route #3
Cadillac, MI 49601

The westerly 10' of Lots 3 and 4, Block 19, Boulevard Beach Subdivision #1.

Lots 5-8, Block 19, Boulevard
Beach Subdivision #1

Lot 7-42/326
Lot 8-42/329

Robert J. & C. Frances
Van Kampen
26822 W. Meath
Farmington, MI 48024

The westerly 10' of Lots 7 and 8, Block 19, Boulevard Beach Subdivision #1.

Lots 10 and 11, Block 66,
Boulevard Beach Subdivision
#5

42/103

Barry C. Evans, Trustee
4400 Carew Tower
441 Vine Street
Cincinnati, OH 45202

The westerly 10' of Lots 10 and 11, Block 66, Boulevard Beach Subdivision #5.

Lot 12, Block 66, Boulevard
Beach Subdivision #5

42/105

Barry C. Evans, Trustee
4400 Carew Tower
441 Vine Street
Cincinnati, OH 45202

The westerly 10' of Lot 12, Block 66, Boulevard Beach Subdivision #5.

LIBER

47 PAGE 760

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 13, Block 66, Boulevard Beach Subdivision #5	41/938	Robert W. & Celia V. Marsh 333 S. Lake Drive Cadillac, MI 49601	The westerly 10' of Lot 13, Block 66, Boulevard Beach Subdivision #5.
Lot 14, Block 66, Boulevard Beach Subdivision #5	41/684	Robert W. & Celia V. Marsh 333 S. Lake Drive Cadillac, MI 49601	The westerly 10' of Lot 14, Block 66, Boulevard Beach Subdivision #5.
Lots 15, 16, 17 and 18, Block 66, Boulevard Beach Sub- division #5	Lot 13-41/938 Lot 14-41/684	Robert W. & Celia V. Marsh 333 S. Lake Drive Cadillac, MI 49601	The west 5' of Lots 15 and 16, Block 66, Boulevard Beach Subdivision #5.
Lot 37, Block 60, Boulevard Beach Subdivision #5	41/807	W. Dale & Hope T. Crites W. Dale Crites Assoc. 4317 Tacoma Blvd. Okemos, MI 48864	The easterly 10' of Lot 37, Block 60, Boulevard Beach Subdivision #5.
Lot 38, Block 60, Boulevard Beach Subdivision #5	41/810	W. Dale & Hope T. Crites W. Dale Crites Assoc. 4317 Tacoma Blvd. Okemos, MI 48864	The easterly 10' of Lot 38, Block 60, Boulevard Beach Subdivision #5.
Lot 39, Block 60, Boulevard Beach Subdivision #5	41/816	W. Dale & Hope T. Crites W. Dale Crites Assoc. 4317 Tacoma Blvd. Okemos, MI 48864	The easterly 10' of Lot 39, Block 60, Boulevard Beach Subdivision #5.
Lot 40, Block 60, Boulevard Beach Subdivision #5	41/813	W. Dale & Hope T. Crites W. Dale Crites Assoc. 4317 Tacoma Blvd. Okemos, MI 48864	The easterly 10' of Lot 40, Block 60, Boulevard Beach Subdivision #5.
Lot 38, Block 61, Boulevard Beach Subdivision #5	41/687	Louis & Dorothy Lipar 111 Maple Blvd. Cadillac, MI 49601	The easterly 10' of Lot 38, Block 61, Boulevard Beach Subdivision #5.

LIBER

47 PAGE 761

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 39, Block 61, Boulevard Beach Subdivision #5	41/690	Louis & Dorothy Lipar 111 Maple Blvd. Cadillac, MI 49601	The easterly 10' of Lot 39, Block 61, Boulevard Beach Subdivision #5.
Lot 40, Block 61, Boulevard Beach Subdivision #5	41/978	Rexford E. & Eugenie A. Westhauser Box 242 Sawyer, MI 49125	The easterly 10' of Lot 40, Block 61, Boulevard Beach Subdivision #5.
Lot 37, Block 62, Boulevard Beach Subdivision #5	42/133	Fred S. Baird 443 S. Lake Shore Dr. Cadillac, MI 49601	The easterly 10' of Lot 37, Block 62, Boulevard Beach Subdivision #5.
Lot 38, Block 62, Boulevard Beach Subdivision #5	41/976	Sue Ellen Westhauser 520 S. Lake Drive Cadillac, MI 49601	The easterly 10' of Lot 38, Block 62, Boulevard Beach Subdivision #5.
Lot 39, Block 62, Boulevard Beach Subdivision #5	41/972	Sue Ellen Westhauser 520 S. Lake Drive Cadillac, MI 49601	The easterly 10' of Lot 39, Block 62, Boulevard Beach Subdivision #5.
Lot 40, Block 62, Boulevard Beach Subdivision #5	41/970	Sue Ellen Westhauser 520 S. Lake Drive Cadillac, MI 49601	The easterly 10' of Lot 40, Block 62, Boulevard Beach Subdivision #5.
Lot 41, Block 62, Boulevard Beach Subdivision #5	41/974	Sue Ellen Westhauser 520 S. Lake Drive Cadillac, MI 49601	The easterly 10' of Lot 41, Block 62, Boulevard Beach Subdivision #5.
Lot 32, Block 63, Boulevard Beach Subdivision #5	41/834	Roy D. Nichols 4354 Twain Avenue San Diego, CA 92120	The easterly 10' of Lot 32, Block 63, Boulevard Beach Subdivision #5.
Part of Government Lot 2, Section 3 Cherry Grove Township	42/481	Cadillac Area Public Schools 115 South Street Cadillac, MI 49601	A 20' wide strip of land 10' either side of a centerline running N-S through that part of of the NE 1/4 of the SE 1/4 not included in Boulevard Beach Subdivision #7, being part of Govt. Lot #2 in Section 3, Cherry Grove Township. The centerline commences on the north boundary of said property 110' more or less West of the NE corner, thence southerly 120', thence southwesterly 110' being parallel to the paved basketball court.

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 68, Hideaway Plat	42/253	Leo & Betty J. Dunbar P.O. Box 246 Cadillac, MI 49601	The easterly 10' of the south 20' of Lot 68, Hideaway Plat.
Lot 68, Hideaway Plat	42/255	Walter W. & Enith M. Joupperi 28547 Cambridge St. Garden City, MI 48135	The easterly 10' of the south 20' of Lot 68, Hideaway Plat.
Lot 69, Hideaway Plat	42/257	Willard D. & Frances K. Smith 5513 Ridgemont Court Midland, MI 48640	The easterly 10' of Lot 69, Hideaway Plat.
Lots 45 and 46, Block 78, Boulevard Beach Sub- Division #7	Lot 45-42/338 Lot 46-41/400	Kenneth A. & Dora J. Habkirk 25525 Graceland Dearborn Hts, MI 48125	The southeasterly 10' of that part of Lots 45 and 46, Block 78, Boulevard Beach Sub- division #7, lying south of a line parallel to and 69' south from the north line of said lots.
Lot 45, Hideaway Plat	42/129	Richard H. & Beverly B. Seeman 7500 Coder Road Maumee, OH 43537	The south 10' of Lot 45, The Hideaway Plat.
Lot 21, Hideaway Plat	42/243	Richard J. & Marilyn R. Dumont 9805 Loveland Livonia, MI 48150	The north 85' of the westerly 10' of Lot 21, Hideaway Plat.
Lot 21, Hideaway Plat	42/245	Leo & Betty J. Dunbar P.O. Box 246 Cadillac, MI 49601	The north 85' of the westerly 10' of Lot 21, Hideaway Plat.
Lot 44, Hideaway Plat	42/251	David V. & Geraldine L. Skonieczny 46599 Waco Utica, MI 48087	The south 10' of Lot 44, the Hideaway Plat.
Lot 44, Hideaway Plat	42/249	Leo & Betty J. Dunbar P.O. Box 246 Cadillac, MI 49601	The south 10' of Lot 44, the Hideaway Plat.

LISTED

47 PAGE 763

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 18 and Part of Lot 19, Hideaway Plat	43/601	Kenneth E. & Irene M. Murray 3018 Westchester Rd. Lansing, MI 48910	The north 150' of the west 10' of the following property: Lot 18 and that part of Lot 19 commencing at the SE corner of said Lot 19, thence N 75°25' W 20', thence N 1°8' W 182.99', thence S 71°38' E 8', thence southeasterly to the POB of Lot 19, Hideaway Plat.
Part of Lot 19, and Part of Lot 20 Hideaway Plat	43/603	Dwight A. Demitz 1132 S. Washington Ave. Lansing, MI 48910	The north 150' of the east 10' of the following property: Commencing at the SE corner of Lot 19, thence N 75°25' W 20' to POB, thence N 75°25' W 112.5', thence N 20°20' E 179.97', thence S 71°38' E 45' to a point N 71°38' W 8' from the NE corner of Lot 19, thence S 1°08' E 182.99' to POB; being a part of Lots 19 and 20, Hideaway Plat.
Lot 43, Hideaway Plat	42/249	Leo & Betty J. Dunbar P.O. Box 246 Cadillac, MI 49601	The south 10' of the east 15' of Lot 43, the Hideaway Plat.
Lot 2, Block 1, Flowing Wells Park	41/358	George & Winnifred Noel 2113 Begole Street Flint, MI 48504	The southwesterly 10' of Lot 2, Block 1, Flowing Wells Park.
Lot 33, Block 63, Boulevard Beach Subdivision #5		Roy D. Nichols 4354 Twain Avenue San Diego, CA 92120	The easterly 10' of the north 10' of Lot 33, Block 63, Boulevard Beach Subdivision #5.
Lot 36, Block 62, Boulevard		Fred S. Baird 443 S. Lake Shore Dr. Cadillac, MI 49601	The easterly 10' of Lot 36, Block 62, Boulevard Beach Subdivision #5.
Lots 50 & 51, White Birch Park	42/273	Helen I. Walsh 477 N. Lake Mitchell Cadillac, MI 49601	The north 40' of the west 10' of Lot 50, White Birch Park.
Lot 49, White Birch Park	42/380	Kenneth K. Dinkel 487 N. Lake Mitchell Cadillac, MI 49601	The north 30' of the east 10' of Lot 49, White Birch Park.
Lots 45 & 46, White Birch Park	42/271	Dennis H. & Carolyn E. Nystrom 509 N. Lake Mitchell Cadillac, MI 49601	The north 10' of Lot 45, White Birch Park.

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 44, White Birch Park	42/269	Dennis H. & Carolyn E. Nystrom 509 N. Lake Mitchell Cadillac, MI 49601	The northerly 20' of Lot 44, White Birch Park.
Lot 43, White Birch Park	42/265	Dennis H. & Carolyn E. Nystrom 509 N. Lake Mitchell Cadillac, MI 49601	The northeasterly 15' of the southeasterly 60' of Lot 43, White Birch Park.
Lot 43, White Birch Park	42/267	M. Richard & Jayne H. Williams	The northeasterly 15' of the southeasterly 60' of Lot 43, White Birch Park.
Parcel 0-39 B-1, White Birch Park	42/61	John W. & LaVonne M. Faunce P.O. Box 144 Okemos, MI 48864	The easterly 10' of the following property: The north 48' of a parcel commencing 50' northerly from the NE corner of Lot 43, White Birch Park, thence westerly 87.85' to Lake Mitchell, thence N 27°30' W 143.8', thence N 65°30' E to Highway, thence souther- ly to beginning.
Parcel 0-39 C-1, White Birch Park	42/263	Robert Foss 646 S. Main St. Frankenmuth, MI 48734	The easterly 10' of the following property: the south 75' of a parcel commencing on the west R.O.W. line of Highway 193.8' northerly from the NE corner of Lot 43 of White Birch Park, thence westerly parallel with and 193.8' northerly from the north line of said Lot 43 to Lake Mitchell, thence N 27°30' W 200', thence N 65°30' E to Highway, thence southerly to beginning.
Parcel 0-39 E, White Birch Park	42/58	Melvin V. & Winifred A. Worden 657 N. Lake Mitchell Cadillac, MI 49601	The easterly 15' of the northerly 30' of the south 45' of the following property: Commen- cing 50' southeasterly from the SE corner of Lot 39, thence westerly 41' more or less to Lake Mitchell, thence S 19°45' E 343.8', thence N 65°30' E to Highway, thence northerly to beginning.

LIBER

47 PAGE 765

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Parcel 0-39 F, White Birch Park	42/33	Gordon & Jean VanWieren 203 Alvena Avenue Battle Creek, MI 48017	The easterly 10' of the north 45' of the south 90' of the following property: Commencing 50' southeasterly from the SE corner of Lot 39, thence westerly 41' more or less to Lake Mitchell, thence S 19°45' E 343.8', thence N 65°30' E to Highway, thence northerly to beginning.
Lots 3, 4 & 5, and Part of Lot 2, White Birch Park	42/37	Robert W. & Clara B. Ransome Route #3, Box 514 Cadillac, MI 49601	The easterly 10' of the northerly 10' of the south 20' of Lot 2, White Birch Park.
Parcel 36-6A, Selma Township	42/121	Cadillac State Bank Cadillac, MI 49601	The north 15' of the east 130' of the following property: that part of Govt. Lot 4 lying west of the County Road and north of J. F. Gruber's Plat.
Parcel 36-6A, Selma Township	42/45	Diane & Tom E. Jobson 1704 S. Lake Mitchell Cadillac, MI 49601	The north 15' of the east 130' of the following property: that part of Govt. Lot 4 lying west of the County Road and north of J. F. Gruber's Plat.
Lot 1, Kryger's Plat	42/13	Thelma B. McCormick 1649 N. Lake Mitchell Cadillac, MI 49601	The west 20' of the east 130' of Lot 1, Kryger's Plat; also, the south 10' of the east 110' of said lot.
Lot 3, Kryger's Plat, Selma Township	42/117	Cadillac State Bank Cadillac, MI 49601	The north 20' of Lot 3, Kryger's Plat.
Lot 3, Kryger's Plat, Selma Township	42/09	Dennis E. & Becky Sue VanAlst 1665 N. Lake Mitchell Cadillac, MI 49601	The north 20' of Lot 3, Kryger's Plat.
Lot 6, Kryger's Plat	42/05	Lois E. Weidner Lake Mitchell Dr. Cadillac, MI 49601	The north 10' of the west 300' of the east 440' of Lot 6, Kryger's Plat; also commencing at the NE corner of said lot, thence southerly along the east property line 30', thence westerly to a point 10' southerly and 140' westerly from said NE corner, thence 10' northerly to the property line, thence 140' along the north property line to the POB.

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 10, Kryger's Plat	42/131	Earl & Ida Wiersma 1731 N. Lake Mitchell Cadillac, MI 49601	Commencing at the SE corner of Lot 10, Kryger's Plat, thence southwesterly along the south boundary of said lot 360'; thence N 25' thence northeasterly to a point on the east boundary 40' northwesterly from the SE corner of said lot, thence 40' southeasterly along the east boundary of said lot to the P.O.B.
Lot 13, Kryger's Plat	42/31	Donald B. & Margaret James 1749 N. Lake Mitchell Cadillac, MI 49601	The northerly 15' of the easterly 110' of Lot 13, Kryger's Plat.
Part of Lot 14, Kryger's Plat	42/29	Edwin E. & Eva A. Hogberg 1755 N. Lake Mitchell Cadillac, MI 49601	The southerly 10' of the easterly 110' of the following property: Lot 14, Kryger's Plat, except commencing at the NW corner of said lot, thence S 26°13' E 69', thence N 61°37' E 125', thence west to the POB being part of Lot 105, Hiawatha Beach Park.
Lot 75, Hiawatha Beach Park	41/946	Kenneth A. Schwartz Route #3 Cadillac, MI 49601	The east 10' of the north 25' of Lot 75, Hiawatha Beach Park.
Lot 70, Hiawatha Beach Park	42/23	George O. & Avis L. Berghorst 610 Elm Street Cadillac, MI 49601	The south 10' of the east 35' of Lot 70, Hiawatha Beach Park; also, a 20' wide strip of land being 10' either side of a centerline running from a point on the southeast boundary of the SE corner of said lot 40' southwest of the SE corner to a point on the northwestern boundary of said lot 60' southwest of the NE corner of said lot.
Lot 69, Hiawatha Beach Park	42/90	Glenn & Kathryn Starnes 1034 South Drive Mt. Pleasant, MI 48858	A 20' wide strip of land being 10' either side of a centerline running from a point on the southeast boundary of Lot 69, Hiawatha Beach Park, 60' southwest of the SE corner of said lot to a point on the northwest boundary of said lot 70' southwest of the NE corner of said lot.
Lot 62, Hiawatha Beach Park	41/735	William A. & Dorothy Yager	The southwesterly 10' of Lot 62, Hiawatha Beach Park, except the southeasterly 40'.

LIBER

47 PAGE 767

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Part of Lot 62, Hiawatha Beach Park	41/589	Ezra & Jane Somtag 3332 N. Elm Flushing, MI 48433	The southwesterly 10' of the following property: Lot 62, Hiawatha Beach Park, ex- cept the southeasterly 40'.
Lot 18, Indian Spring Park	41/996	John J. & Irene R. Smith	The southwesterly 10' of Lot 18, Indian Spring Park.
Lot 18, Indian Spring Park	41/994	Peter & Carol Yrigoyen Route #1 Bartlett, IL 60103	The southwesterly 10' of Lot 18, Indian Spring Park.
Lot 15, Indian Spring Park	41/711	Virginia Allen 7957 Hathon Ave. Detroit, MI 48213	The southwesterly 20' of Lot 15, Indian Spring Park.
Lot 9, Indian Spring Park	41/699	Audrey H. Dayer 214 Pine Street Cadillac, MI 49601	The southerly 25' of Lot 9, Indian Spring Park.
Lot 8, Indian Spring Park	41/726	Willard S. & Irene C. Garwood	The southerly 30' and the westerly 10' of Lot 8, Indian Spring Park.
Lot 4, Indian Spring Park	41/998	Emma M. Carlson Route #3 Cadillac, MI 49601	The southerly 20' of Lot 4, Indian Spring Park.
Lot 3, Indian Spring Park	42/01	Anthony Sabbia 262 Tee Lane Bloomington, IL 60108	The southerly 25' and the northerly 5' of Lot 3, Indian Spring Park.
Lot 135, Mitchell Park Plat	42/281	Kenneth L. & Lorraine v. Gerke 530 S. Lake Mitchell Cadillac, MI 49601	The south 10' of the west 10' of Lot 135, Mitchell Park Plat.
Lot 135, Mitchell Park Plat	42/123	Cadillac State Bank Cadillac, MI 49601	The south 10' of the west 10' of Lot 135, Mitchell Park Plat.
Lot 136, Mitchell Park Plat	42/231	Fayne & Clova Hodgman 13394 Elms Road Clio, MI 48420	The southerly 10' of Lot 136, Mitchell Park Plat.

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 137 & 138, Mitchell Park Plat	42/233	Fayne & Clova Hodgman 13394 Elms Road Clio, MI 48420	The south 10' of the east 10' of Lot 137, Mitchell Park Plat.
Lot 137 & 138, Mitchell Park Plat	42/111	First Bank of Cadillac Cadillac, MI	The south 10' of the east 10' of Lot 137, Mitchell Park Plat.
Lot 22, Plat of Aspendale	42/410	Morris Lamb 405 E. Cass St. Cadillac, MI 49601	The north 10' of Lot 22, Plat of Aspendale.
Lot 10, Plat of Aspendale	41/753	Donald H. & Patricia J. Lakin 563 N. Rosedale Ct. Grosse Pointe Woods, MI 48236	The south 10' of Lot 10, Plat of Aspendale.
Lot 9, Plat of Aspendale	41/750	John & Olive Elizabeth Menoch 144 Forest Lawn Dr. Cadillac, MI 49601	The south 10' of Lot 9, Plat of Aspendale.
Lot 9, Plat of Aspendale	42/113	Cadillac State Bank Cadillac, MI 49601	The south 10' of Lot 9, Plat of Aspendale.
Lots 5 & 6, Plat of Aspendale	41/747	Darwin T. & Jean S. Carlson 162 Forest Lawn Dr. Cadillac, MI 49601	The south 10' of the west 10' of Lot 5, Plat of Aspendale.
Lot 4 & E 1/2 of Lot 3, Plat of Aspendale	41/738	John W. & Shirley J. VandenBrink 1850 Hillmount, N.W. Grand Rapids, MI 49504	The south 10' of the following property: Lot 4 and the east 1/2 of Lot 3, both in Plat of Aspendale.

LIBER

47 PAGE 769

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Parcel 22A, Section 11	41/762	Bryce & Marjorie Alger 8701 E. 46 Mile Rd. Cadillac, MI 49601	The west 30' of the south 250' except the south 33' of the following property: commencing 317' west of the SE corner of the SW 1/4 of the NE 1/4 of Section 11, Cherry Grove Township, thence N 257.22' more or less to the shore of Lake Mitchell, thence N 77°30' W 59.40' along the lakeshore, thence N 60°00' W 50.80' along the lakeshore, thence S 314.10' more or less to the 1/4 line, thence E 102' to the P.O.B.
Parcel 22A, Section 11	42/119	Cadillac State Bank Cadillac, MI 49601	The west 30' of the south 250' except the south 33' of the following property: commencing 317' west of the SE corner of the SW 1/4 of the NE 1/4 of Section 11, Cherry Grove Township, thence N 257.22' more or less to shore of Lake Mitchell, thence N 77°30' W 59.40' along the lakeshore, thence N 60°00' W 50.80' along the lakeshore, thence S 314.10' more or less to the 1/4 line, thence E 102' to the P.O.B.
Lot 6, Franke's West Shore Plat	42/359	Russell F. & Cornelia Dingerson 1056 33rd Road, SE Grand Rapids, MI 49508	The southeasterly 20' of the northwesterly 70' of the northeasterly 10' of Lot 6, Franke's West Shore Plat.
Lot 7, Franke's Westshore Plat	42/362	Richard A. & Ketha J. Beckstrom 3851 Jupiter Ave., NE Grand Rapids, MI 49505	Commencing at the NW corner of Lot 7, Franke's Westshore Plat, thence northeasterly 50' along the property line, thence southeasterly to a point 70' southeasterly and 10' northeasterly of the NW corner of said lot, thence southwesterly 10' to the southwest property line, thence northwesterly 70' along the southwest property line to the P.O.B.
Lot 15, Franke's West Shore Plat	42/365	Joseph W. & Irene T. Davy 503 Oakbrook Circle Flushing, MI 48433	The south 20' of the east 20' of Lot 15, Franke's West Shore Plat.

LICER

47 PAGE 770

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Lot 15, Franke's West Shore Plat	42/504	First National Bank of Lake City Missaukee, MI	The south 20' of the east 20' of Lot 15, Franke's West Shore Plat.
Lot 17 & E 1/2 of Lot 18, Frank's West Shore Plat	42/259	Jack F. & Betty J. Franke 1325 W. Chestnut St. Cadillac, MI 49601	The westerly 10' of the southerly 25' of the east 1/2 of Lot 18.
Lot 17 & E 1/2 of Lot 18, Franke's West Shore Plat	42/177	Milton J. & Joan K. Foster 224 Harpers Way Lansing, MI 48917	The westerly 10' of the southerly 25' of the east 1/2 of Lot 18.
Lot 19 & W 1/2 of Lot 18, Franke's West Shore Plat	42/39	Rockland C. & Connie S. Adams 142 Franke Lane Cadillac, MI 49601	The southerly 25' of the easterly 10' of the west 1/2 of Lot 18, Franke's West Shore Plat.
Lot 19 & W 1/2 of Lot 18, Franke's West Shore Plat	42/109	First Bank of Cadillac Cadillac, MI 49601	The southerly 25' of the easterly 10' of the west 1/2 of Lot 18, Franke's West Shore Plat.
Lot 20, Franke's West Shore Plat	42/144	Lynda Herdegen 150 Franke Lane P.O. Box 825 Cadillac, MI 49601	The southerly 10' of the westerly 10' of Lot 20, Franke's West Shore Plat.
Lot 21, Franke's West Shore Plat	42/368	Calvin L. & Wilma L. Depew 1648 S. 33 1/2 Mile Rd. Cadillac, MI 49601	The southerly 10' of the easterly 10' of Lot 21, Franke's West Shore Plat.
Lot 22, Franke's West Shore Plat	42/371	Lerna M. Smith 234 Harris Trail Cadillac, MI 49601	The southwesterly 15' of the northwesterly 30' of Lot 22, Franke's West Shore Plat.
Lots 23 & 24, Franke's West Shore Plat	42/195	Thomas J. & Helen M. Harris 240 Harris Trail Cadillac, MI 49601	The southwesterly 15' of Lots 23 and 24, Franke's West Shore Plat.

LIBER

47 PAGE 771

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Parcel 1 - Section 2	46/611	Tom Huckie 818 E. Chapin St. Cadillac, MI 49601	The south 30' of the following property: commencing at the SE corner of the SW 1/4 of Section 2, Cherry Grove Township, thence west 50 rods, thence north to Lake Mitchell, thence easterly along Lake to the 1/4 line, thence south to beginning except access ease- ment L254, P682.
Parcel 2 - Section 2	41/225	Orren R. & Patty L. Tate 5071 Harris Trail Cadillac, MI 49601	The south 25' of the following property: commencing at the 1/8 post 80 rods east of the SW corner of Section 2, Cherry Grove Township, thence 30 rods east between Sec- tions 2 and 11, thence north to Lake Mitchell thence westerly to the 1/4 line, thence south to P.O.B.; also, the west 20' of the north 255' of the south 280' of said property; also, a 20' wide strip of land running N-S over said property being 10' either side of a centerline beginning at a point 105' west and 25' north of the SE corner of said pro- perty and ending at a point 60' west and 260' north of said SE corner.
Parcel 2 - Section 2	41/908	Cadillac State Bank 103 N. Mitchell Cadillac, MI	The south 25' of the following property: commencing at the 1/8 post 80 rods east of the SW corner of Section 2, Cherry Grove Township, thence 30 rods east between Sec- tions 2 and 11, thence north to Lake Mitchell thence westerly to the 1/4 line, thence south to P.O.B.; also, the west 20' of the north 255' of the south 280' of said property; also, a 20' wide strip of land running N-S over said property being 10' either side of a centerline beginning at a point 105' west and 25' north of the SE corner of said pro- perty and ending at a point 60' west and 260' north of said SE corner.

LIBER

47 PAGE 772

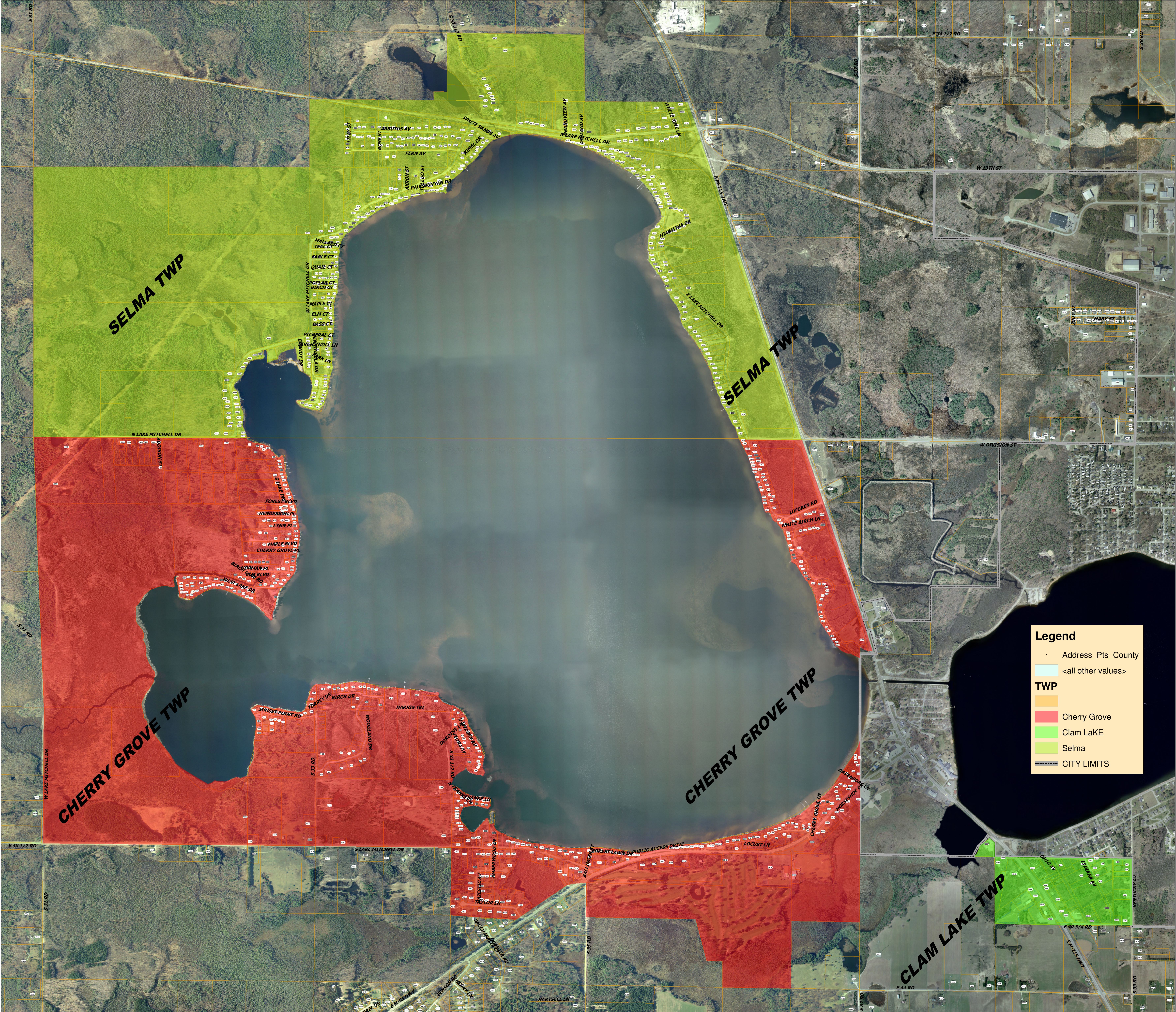
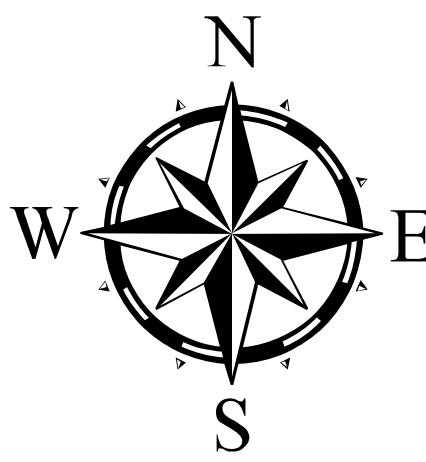
<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Parcel 4 - Section 2, Cherry Grove Township	42/308	Gerald E. & Wilma J. Mattis 805 Park Lane North Corunna, MI 48817	A 10' wide strip of land running northeasterly over the following property: commencing at Lake Mitchell on the section-line between Sections 2 and 3, Cherry Grove Township, thence south 20 rods, thence east 16 rods, thence north to the Lake, thence westerly along the lake shore to the P.O.B. except the west 42'; said easement being 5' either side of a centerline running more or less along the westerly and northerly edges of the existing gravel driveway.
Parcel 4A in Section 2	42/27	Howard & Frances M. Soles 2501 S. Lake Mitchell Cadillac, MI 49601	A piece of land on the south side of the following property: the west 42' of a parcel commencing at Lake Mitchell on the section-line between Sections 2 and 3, Cherry Grove Township, thence south 20 rods, thence east 16 rods, thence north to the Lake, thence westerly along the lake shore to the P.O.B.; said easement commencing at the SW corner of said property, thence north 40' along the west property line, thence northeasterly to a point on the east property line 95' north of the SE corner of said property, thence south 95', thence west to the P.O.B.
Parcel 2 - Section 10, Cherry Grove Township	42/25	Otto T. & Vivian E. Larson 112 Sunset Point Cadillac, MI 49601	The south 10' of the east 30' of the following property: commencing 208' west of the NE corner of Section 10, Cherry Grove Township, thence S 48° W 52', thence S 5° E 100', thence N 55° E 62'-9", thence N 11° W 100' to P.O.B.
Parcel 11 - Section 10	41/849	Felix W. & Evelyn E. Johnson 149 Sunset Point Cadillac, MI 49601	The south 10' of the east 10' of the following property: commencing 200' south and 790'-1" west of the NE corner of Section 10, Cherry Grove Township, thence N 60'-4", thence N 84° 30' W 52', thence S 100', thence S 84° 30' E 52', thence N 39'-8" to P.O.B.

LIBER 47 PAGE 773

<u>Legal Description of Property</u>	<u>Liber and Page</u>	<u>Property Owner</u>	<u>Legal Description of Easement</u>
Parcel 10 - Section 10, Cherry Grove Township	42/87	Winifred Straub 141 Sunset Pt. Rd. Cadillac, MI 49601	<p>The west 10' and the north 20' of the west 45' of the following property: commencing 481' south and 33' west of the NE corner of Section 10, Cherry Grove Township, thence N 87°05' W 569.46' to P.O. B., thence N 86°41' W 471.44', thence N 2°12' W 366.2', thence S 63°23' E 50', thence S 100', thence S 82°28' E 49.3', thence S 74°43' E 47', thence S 69°43' E 50', thence S 77°33' E 63', thence S 84°18' E 51.6', thence N 100', thence S 87° E 42', thence S 85° E 53', thence S 86° E 43', thence S 73°30' E 48', thence south to P.O.B. Also a 20' wide strip of land, being 10' either side of a centerline beginning 88' south and 90' west of the NE corner of said property, thence west 100' to the SE corner of the adjacent Parcel 11 in Section 10, thence northeasterly to a point on the north boundary of said property 30' east of the NE corner of said Parcel 11.</p>
Parcel 14 - Section 10	42/81	R. Byron & Mary H. Ederer 168 Sunset Point Cadillac, MI 49601	<p>The east 10' of Parcel "B" (see drawing) described as: commencing 1088.83' W and 65.75' S 1°30' W of the NE corner of Section 10, Cherry Grove Township, thence S 78°29' W 126', thence S 12°43' E 269.8', thence S 15°44' W 80.2', thence E 100' thence N 2°12' W 366.15' to P.O.B. Also, west 20' of the south 60' and the north 20' of the south 80' of Parcel "C" (see drawings) described as: commencing 1037'-5" W of the NE corner of Section 10, thence N 2°15' E 45'-5", thence N 83°15' W 52', thence S 1°30' W 100', thence S 83° E 51', thence N 2°15' E 54'-7" to P.O.B.</p>

State of Michigan }
County of Muskegon }
Recorded 25th day of Feb.
19. 81 A.D. at 9:17 o'clock A.M.
Margaret Montetson
Register of Deeds

"Lake Mitchell Sewer Authority" (Proposed Districts Feb 6, 2018)





Wexford County

Request for Board of Commissioner Action

Department: Register of Deeds & Treasurer
Submitted by: Roxanne Snyder & Kristi Nottingham
Subject: Electronic Export
Committee: Finance
Committee Meeting Date: January 13, 2022
BOC Meeting Date: January 19, 2022

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

To approve the implementation of electronic export of documents from the Treasurer's office to the Register of Deeds office.

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):

Total cost \$14,400. This amount would be shared by the Treasurer's office and the Register of Deeds office, and we will be applying for a reimbursement grant that could cover up to \$12,000.

615-000-810.01 & 256-000-980.00

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

E-Recording is a method of delivering & returning documents electronically. Every year the Registers office receives anywhere of 500 to 700 Certificate of Forfeitures for recording from the Treasurer's office along with Redemptions through out the year.

This software will allow the Treasurer's office to submit those documents electronically and eliminate the need to print, saving time and making the process more efficient.

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

As soon as approved we will move forward

List of Attachments:

BS&A's Proposed Quote
 Tyler's Quote to install GtoG software
 Application for E-Recording Grant

Proposal to...
Wexford County MI
May 18, 2021
Project Contact: Kaleb Carl
Account Executive: Steve Rennell

ROD, Electronic Export

This process allows users to generate and electronically submit the following documents to the Tyler Eagle Register of Deeds software:

Export

- Forfeiture Certificates
- Forfeiture Release
- Redemption Certificates

Import

- Liber/Page

This process also allows document information, such as Document Number, Liber/Page, and Recording Date to be returned to BS&A County Delinquent Tax once the document has been accepted at the Register of Deeds. This applies to the Forfeiture Certificate, Redemption Certificate, and Release Certificate.

Custom programming that goes beyond the above scope will be quoted separately on a case-by-case basis.

Fee

\$6,000

Signature constitutes an order for products and services as quoted.

Signature

Date

Please complete the following for our records:

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____





Quoted By: Christine Jandreau
 Quote Expiration: 5/14/22
 Quote Name: G2G Module and Workflow Services

Sales Quotation For:
 Wexford County
 432 E Division St
 Cadillac, MI 49601-1970
 Phone: +1 (231) 779-9453

Tyler Software

Description	Software Total	Year One Maintenance
Eagle		
Government to Government		
TOTAL	\$ 2,000	\$ 400

Professional Services

Description	Extended Price	Maintenance
Eagle		
Implementation		
TOTAL	\$ 6,000	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 2,000	\$ 400
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 6,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 8,000	\$ 400
Contract Total	\$ 8,400	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Government to Government (G2G) - Treasurer Office

Tyler Technologies will provide remote services to Wexford County, MI. to implement the G2G/Auto-Receipt capability. This will allow BS&A/Treasurer's office to submit documents, electronically to the Register of Deeds office for recording.

Scope of Work:

Documents Wexford County would like to receive electronically via G2G include:

Certificate of Forfeiture
Redemption Certificates
Cancellation of Forfeitures

- 1) Install and configure the G2G Module.
- 2) Configuration of 1 workflow with auto receipt.
- 3) Configuration of till, user and house account.
- 4) Standardization of code.
- 5) Testing of documents/packages with BS&A and Treasurer's office.
- 6) Training.

Please Note: Services outlined above are provided via information from Wexford County, MI., at time of proposal. Alterations/Additions to scope of work could incur additional charges.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
LANSING

BROM STIBITZ
DIRECTOR

May 21, 2021

TO: All County Registers of Deeds in Michigan and All Other Interested
Persons, Government Officials, or Entities

FROM: The Michigan Electronic Recording Commission

SUBJECT: Availability of Grants to Counties for E-Recording

The current State of Michigan budget awarded funds to the Electronic Recording Commission (ERC) to make grants up to \$12,000 available to counties to facilitate or upgrade their real property e-recording capabilities.

Sec. 1047. (1) From the funds appropriated in part 1 for Michigan enhancement grants, \$600,000.00 shall be awarded to the electronic recording commission. From the funds appropriated, the commission shall expend up to \$200,000.00 annually this fiscal year and in the 2 subsequent fiscal years for grants to counties to facilitate or upgrade real property e-recording capabilities. These grants shall be distributed to counties following application to and approval by the commission. The grants shall not exceed \$12,000.00 per request and must be used to invest in or upgrade software necessary for the electronic recording of real property documents. The funds for the electronic recording commission are subject to the following: (a) The commission shall determine an appropriate percentage of total funds to be reserved for newly participating counties and counties which will expend the funds to upgrade the designated software. The commission may require a 10% match in funds from each county to which funds are awarded. (b) Unexpended grant funds appropriated in part 1 for the electronic recording commission are designated as a work project appropriation, and any unencumbered or unallotted funds shall not lapse at the end of the fiscal year and shall be available for expenditures for grants under this section until the grant program is completed.

The Michigan ERC recommends that e-recording be offered by all Michigan counties and is pleased to be able to help facilitate more widespread use. To simplify the application process and minimize administrative costs, counties are eligible to apply for a grant after they have expended funds on their e-recording project.

Requests for reimbursements may be sought at any time once approved costs have been incurred. Costs to invest in or upgrade software are authorized; hardware costs are ineligible.

Expenses incurred between October 1, 2020 and September 30, 2021 are eligible. We expect to be able to provide another round of funding during FY22.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
OFFICE OF SUPPORT SERVICES
ELECTRONIC RECORDING COMMISSION
LANSING MICHIGAN

APPLICATION FOR E-RECORDING GRANT

☐ FY2021 ☐ FY2022 ☐ FY2023

The state's fiscal year runs from October 1 to September 30.

Complete this form and submit to the Electronic Recording Commission, c/o Deb Stevens, Recording Secretary at Stevensd4@Michigan.gov.

1. APPLICANT INFORMATION

COUNTY	
State of Michigan Vendor Self Service System (VSS) #	
POINT OF CONTACT NAME AND TITLE	
MAILING ADDRESS	
EMAIL ADDRESS	TELEPHONE NUMBER

2. GRANT AMOUNT AND USE

GRANT AMOUNT REQUESTED (Not to exceed \$12,000.00):
<div style="padding-left: 20px;"><input type="checkbox"/> Used to Facilitate New real property e-recording capabilities. <input type="checkbox"/> Used to Upgrade Existing real property e-recording capabilities</div>

3. REQUIRED DOCUMENTS

<div style="padding-left: 20px;"><input type="checkbox"/> DETAILED STATEMENT OR RECEIPT SHOWING DATE, SERVICES PROVIDED AND AMOUNT PAID</div>
This application must be <u>received</u> no later than August 31 of the fiscal year. Applications must be printed or typed. You may submit your application via email (preferred) or U.S. Mail.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
OFFICE OF SUPPORT SERVICES
ELECTRONIC RECORDING COMMISSION
LANSING MICHIGAN

EMAIL: stevensd4@michigan.gov

PHONE: 517-636-6044

MAIL:

DTMB/ERC

Attention: Deb Stevens

2nd Floor, VTS Building

P.O. Box 30026

Lansing, MI 48909

- I CERTIFY THAT THE EXPENSE LISTED ABOVE WAS INCURRED FOR THE PURPOSE OF FACILITATING NEW OR UPGRADING EXISTING REAL PROPERTY E-RECORDING CAPABILITIES.
- I UNDERSTAND THAT THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.
- THIS APPLICATION DOES NOT GUARANTEE THE AWARD OF ANY OR ALL OF A SPECIFIED AMOUNT.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

Date Approved by the Electronic Recording Commission: _____

1/11/2022

Wexford County Board of Commissioners
Amendments to the 2022 Budget

Adj #	Acct	Acct Description	Revenue	Expense
2022.01.01	274-000-800.00	Contracted Services		\$28,164
	274-000-699.00	Appropriated Fund Balance	\$28,164	

To cover increased cost of the 2022 MSUE Agreement, which was not finalized until after the County's 2022 budget was approved. Total Fund 274 expenditures for 2022 will be nearly identical to those of 2021 due to the elimination of the annual lease cost of \$28,358 previously paid from Fund 274 to the general fund.

2022.01.02	101-225-702.01	Elected - Appointed		\$4,950
	101-101-699.00	Fund Balance - General Fund	\$4,950	

To match the approved BOC Equalization Director's increased salary for 2022.

2022.01.03	101-101-970.06	Capital Outlay		\$5,156
	101-101-699.00	Fund Balance- General Fund	\$5,156	

Relocation of TVs in BOC room

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Janet Koch, Administrator
FOR MEETING DATE: January 19, 2022
SUBJECT: Closed Session – Attorney Consultation Regarding Settlement Strategies

SUMMARY OF ITEM TO BE PRESENTED:

Section 7(1) of the OMA56 sets out the procedure for calling a closed session: A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under section 8(a), (b), (c), (g), (i), and (j). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken. Thus, a public body may go into closed session only upon a motion duly made, seconded, and adopted by a 2/3 roll call vote of the members appointed and serving during an open meeting for the purpose of (1) considering the purchase or lease of real property, (2) consulting with their attorney, (3) considering an employment application, or (4) considering material exempt from disclosure under state or federal law. A majority vote is sufficient for going into closed session for the other OMA permitted purposes.