



Wexford County

EXECUTIVE COMMITTEE

Gary Taylor, Chair

NOTICE OF MEETING

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, January 11, 2022, beginning at 4:00 p.m. in the Commissioners’ Room, 437 E. Division St., 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:** Go to the Zoom Web Site (zoom.us). Click on “Join a Meeting.” Join using Meeting ID 749 610 4141.
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 749 610 4141.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE DECEMBER 14, 2021 REGULAR MEETING MINUTES1
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Discussion on Current Litigation Matters
 - 2. DPW Issues/Concerns
 - a. Infrastructure Alternatives Monthly Report4
 - b. Cedar Creek Water Feasibility Study5
 - c. Update on Parcel #2309-33-1101
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- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator’s office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

COUNTY OF WEXFORD
EXECUTIVE COMMITTEE MEETING
MEETING MINUTES
December 14, 2021

The meeting was called to order by Chairman Taylor at 4:00 p.m., in the Commissioners' Room of the Courthouse, third floor, 437 E. Division, Cadillac, Michigan, 49601.

Members Present: Gary Taylor, Chair; Mike Bengelink, Joe Hurlburt, and Mike Musta
Members Absent: None
Also Present: Jami Bigger, HR Director; Janet Koch, Administrator; James Kelley, MSUE Director; Megan Kujawa, Administrative Assistant; Alaina Nyman, Clerk; Tom Lutte, Infrastructure Alternatives Inc.; Bob Polanic, Infrastructure Alternatives Inc.; Roxanne Snyder, Register of Deeds; Members of the Public

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED – G.7. Lake Street Space Discussion – Motion by Comm. Hurlburt supported by Comm. Bengelink. A vote was called. Motion passed.

APPROVAL OF THE AGENDA

A motion was made by Musta and supported by Bengelink to approve the agenda. A vote was called. Motion passed.

APPROVAL OF THE MINUTES

A motion was made by Musta and supported by Bengelink to approve the November 9, 2021, Regular Meeting Minutes. A vote was called. Motion passed.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Discussion on Current Litigation Matters

Ms. Koch made reference that there are items on the agenda in regard to the Opiate Litigation. She made mention that for the Foreclose cases: Grainger there is an upcoming virtual meeting later this week, there will be attorneys present for tentative settlement agreement, meeting is informational only, and afterward closed sessions will be scheduled to determine whether counties want to participate in the agreement. Maynard case: Michigan Court of Appeals heard oral arguments on 11/10/2021, the Court allowed submittal of supplemental briefs addressing decisions of various courts. There are stays on Calkins, Delaney, and Randolph still.

G.2.a. Cedar Creek Water System

Infrastructure Alternatives Inc. (IAI) Monthly O&M Report for November 2021. Mr. Tom Lutte reported the following:

- No callouts or complaints.
- 11/4/2021 – Peerless out to troubleshoot Well #2 VFD overload that occurred during the fall flush.
- 11/19/2021 – Submitted Disinfection Byproducts results to EGLE.
- 11/24/2021 – Well House production meter is still reading less than current system is using.
 - IAI is working on scheduling a meter recalibration and inspection.

G.2.b/c. Feasibility Study

Bob Polanic from IAI said that they are working with Gosling Czubak regarding a feasibility study. Will have a quote from them next month in regard to this. Continuing to look at various avenues and possibilities to gain Parcel 2309-33-1101 water access.

G.3. Opioid Settlement Agreements

A motion was made by Bengelink and supported by Musta to forward to the full board the recommendation of approval of Resolution 21-34 State-Local Government Intrastate Agreement and Resolution 21-35 Participation Agreements – Opiate Litigation. A vote was called. Motion passed.

G.4. MSUE Agreement for Services

A motion was made by Hurlburt and supported by Musta to forward to the full board for the approval of the 2022 Agreement for MSU Extension Services.

Comm. Bengelink called on Mr. James Kelley regarding what materials are remaining at the Lake Street location and where they are left. Mr. Kelley stated that there are some miscellaneous programs items in a storage closet that they hope to fully move out once they settle into their new space at Baker College.

A vote was called. Motion passed.

G.5. Extension of Option to Purchase Old Jail

A motion was made by Bengelink and supported by Musta to forward to the full board a recommendation of approval of a 60-Day extension of the Option to Purchase with the U.S. Federal Properties. A vote was called. Motion passed.

G.6. Resolution 21-36 Public Act 152 Health Care Requirements

A motion was made by Musta and supported by Bengelink to forward to the full board a recommendation of approval of Resolution 21-36 Public Act 152 Health Care Requirements. A vote was called. Motion passed.

G.7. Lake Street Space

Comm. Hurlburt wanted discussion on the Lake Street space since MSUE is now moved into Baker College and the Building Department is moved into the old MSUE space. Comm. Hurlburt would like a price figure on square feet from Mr. Adam Kerr and Ms. Janet Koch. Comm. Bengelink made mention that perhaps Invasive Species should be offered the space. Ms. Koch was tasked with speaking with Invasive Species before the next HR and Public Safety Meeting.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

None.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Musta and supported by Taylor to adjourn at 4:19 p.m. A vote was called. All in favor.

Gary Taylor, Chair

Megan Kujawa, Recording Secretary

DRAFT



**INFRASTRUCTURE
ALTERNATIVES, INC.**

Monthly Operations & Maintenance Report

Report for Month: December 2021
Location: Wexford County
Facilities: Cedar Creek Water Plant & Distribution System
Operator in Charge: Ryan Longstreet, Certified Operator

Emergency Callouts/Customer Complaints

- ❑ 12/16/21 – Callout for power failure at wellhouse. Backup generator ran as it should until power was restored on the 18th.

Significant Events:

- ❑ 12/17/21 – Generator topped off with fuel during power outage.
- ❑ Well House production meter is still reading less than current system usage. *
 - IAI is working on scheduling a meter recalibration and inspection for the second week in January.

Preventive Maintenance:

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

Facilities Data for the Month

Production at Well House	273,100 gallons
Metered Usage	183,849 gallons
Metered Reversal Flow at Well House	53,010 gallons
Metered Flushing	240,940 gallons
Difference (% Gain)	*204,699 gallons (74.95%)





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**

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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 County 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.

3. **PAYMENT SCHEDULE.** 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.

4. **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.

5. **TRANSPORTATION OF PRISONERS.** Kalkaska Sheriff shall deliver the Kalkaska prisoners to be housed at the Wexford County 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.

6. **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.

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. **PRISONERS WITH MEDICAL AND/OR MENTAL HEALTH PROBLEMS.** Wexford reserves the right to refuse any Kalkaska prisoner determined by Wexford Jail's medical personnel to be unacceptable for incarceration in Wexford Jail due to acute medical or surgical problems or serious mental health problems.

9. **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.

10. **TYPES OF QUALIFIED INMATES.** 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 and females will be accepted for housing at Wexford Jail on an on-call basis only. Wexford will not lodge any juvenile inmates.

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

12. **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.

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

14. **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.

15. **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 and 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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 Date
Wexford County Board of Commissioners

Date Sheriff Trent Taylor Date
Wexford County

WITNESSED BY:

COUNTY OF KALKASKA:

Date _____, Chairman Date
Kalkaska County Board of Commissioners

Date Sheriff Patrick Whiteford Date
Kalkaska County



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:

**LESSOR:
COUNTY OF WEXFORD**

By: _____,
Chairperson

Date: _____

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

Chantel Jones

By: Jim Maike

Jim Maike, Chairperson

Date: 12-17-2021



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

Detailed Service List

<u>Qty</u>	<u>Description</u>	
	INCLUDED:	
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	NOT INCLUDED:	
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



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
CADILLAC DISTRICT OFFICE

EGLE

LIESL EICHLER CLARK
DIRECTOR

January 6, 2022

VIA E-MAIL

Ms. Janet Koch
Wexford County Administrator
437 East Division Street
Cadillac, Michigan 49601

Dear Ms. Koch:

SUBJECT: 2021 Annual Long-Term Monitoring Program Report; Wexford County Landfill
North US Highway 131, Wexford County, Michigan; Waste Data System
Number 470336

Staff of the Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division, acknowledges receipt of the 2021 Annual Long-Term Monitoring Program Report (Report) for the Remedial Action Plan (RAP) area located north of the current Wexford County Landfill (Landfill). The Report is accepted, and groundwater monitoring may continue as detailed in the RAP.

EGLE looks forward to a continued joint effort to protect Michigan's natural resources. If you have questions, please contact me at the phone number listed below, or by e-mail at StaleyJ1@Michigan.gov.

Sincerely,

James P. Staley
Senior Geo-Environmental Engineer
Materials Management Division
231-429-1945

cc: Mr. Paul Sgriccia, GFL Environmental USA, Inc.
Mr. Steve Kniss, Landfill
Mr. Dan Staub, Pescador, LLC
Mr. Phil Roycraft, EGLE
Mr. John Ozoga, EGLE