



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, March 16, 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
1. Deputy Troy Quiggin - 15 years
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 March 16, 2022 Regular Meeting Minutes
J. AGENDA ITEMS
1. Cedar Creek Well No. 1 Cleaning & Pump Overhaul (Executive 03/08/2022)
2. Interagency Agreement (Executive 03/08/2022)
3. Pinwheel Garden Request (Executive 03/08/2022)
4. Resolution 22-11 Emergency Services Telephone Surcharge (Finance 03/10/2022)
5. Otis Elevator (Finance 03/10/2022)
6. Budget Amendment(s) (Finance 03/10/2022)
K. ADMINISTRATOR'S REPORT
L. CORRESPONDENCE
M. PUBLIC COMMENT
N. LIAISON REPORT
O. BOARD COMMENTS
P. CHAIR COMMENTS
Q. ADJORN

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.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Human Resource/ Public Safety Committee
FOR MEETING DATE: March 16, 2022
SUBJECT: Employee Service Award

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County recognizes employees for their years of service, per County policy B.13-0, at 10, 15, 20, 25, 30 and 35 years. The following employee should be recognized at the next Board of Commissioners meeting for their service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Troy Quiggin	Sheriff's Office	15 Years

Troy Quiggin started his career with Wexford County on March 19, 2007, as a full-time Deputy Sheriff. Deputy Quiggin continues to serve in this position. Deputy Quiggin has served on the Emergency Response team for 8 years. He also serves on the Secondary Road Patrol. Deputy Quiggin is trained as an Evidence Tech as well as being an instructor for pepper gun handling. In his 15 years with the County, Deputy Quiggin has received two lifesaving awards.

RECOMMENDATION:

To present the certificate of appreciation to Deputy Troy Quiggin at the March 16th BOC meeting.

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, March 2, 2022

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

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

*Commissioner Nichols appeared via zoom pursuant to the Attorney General’s opinion regarding ADA. After standard questioning, the Board voted to allow Commissioner Nichols to participate via zoom.

Absent- None.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Add- J6-Elevator Update

Delete-J5-Closing of Transition House Discussion

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-

Eric Karbowski, the new MSU Extension Director, introduced himself to the Board. He briefly explained his background as a behavioral health expert. He wanted to thank the Board and the community for their continued support.

Public Comment-

Marilyn Passmore, Charter Spectrum, informed the Board that Spectrum is expanding in Wexford County due to a special program funding. They are able to do this in 33 counties. It is estimated this will take place over 6 years, but she was hopeful it would be quicker. If you visit www.spectrumruralexansion.com you can check the address this would effect.

Consent Agenda

1. Approval of the February 16 2022 Regular Meeting Minutes
2. Appointment to Standing Committee-Ben Townsend

Comm Townsend noted that the appointment is for Northern Lakes Community Mental Health.

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

All in favor.

Agenda Items

1. MGT of America Consulting Agreement

MOTION by Comm Bengelink, seconded by Comm Bush to approve a two-year extension of the Consulting Services Contract with MGT of America with a \$1,000 annual cost increase for the development of the 2020 Allocation Plan.

Roll Call: Motion passed 9-0.

2. Sheriff Department Snowmobile Replacement

MOTION by Comm Theobald, seconded by Comm Bush to approve the quote from Peacock Ltd. in the amount of \$10,803.94 for the purchase of a snowmobile with 75% of the purchase being reimbursed by the DNR grant and 25% of the purchase coming from the Sheriff's 2022 budget.

Roll Call: Motion passed unanimously.

3. Budget Amendment

MOTION by Comm Bengelink, seconded by Comm Bush to approve the budget amendment dated February 23, 2022.

Roll Call: Motion approved unanimously.

2/23/2022

**Wexford County Board of Commissioners
Amendments to the 2022 Budget**

Adj #	Acct	Acct Description	Revenue	Expense
2022.02.03	101-301-957.00	Training	\$8,084.00	
	101-301-702.03	Permanent Employees		-\$8,084.00

On November 3, 2021 the Board of Commissioners approved Deputy Scholarships for the Sheriff's Department.

4. Interim Admin Compensation

MOTION by Comm Potter, seconded by Comm Bush to approve compensating Jami Bigger an additional \$300 per week and Joe Porterfield an additional \$200 per week for the next 90 days for acting as Interim Co-Administrators.

One Commissioner questioned why was this for 90 days and not until the position is filled. It was explained this was a trial basis to see if they could handle their normal duties and these additional. They will be keeping a log of their time spent on Administrator duties.

Roll Call: Motion passed 9-0.

5. Closing of Transition Houses Discussion- *Deleted.*
6. Elevator Update

MOTION by Comm Bengelink, seconded by Comm Musta to waive the sealed bid process for the renovations to the elevator in accordance with Section I.5. of Policy D-1.0 Purchasing, Contracts and Sales.

Roll Call: Motion passed 9-0.

Administrator's Report-

Joe Porterfield stated he and Jami are still trying to figure out what they are doing. He asked that right now if there are questions regarding policies, procedures or anything else that they be directed to himself or Jami. The staff in the Administration office are brand new, and he doesn't want any misinformation to mistakenly be given out.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports-

Comm Nichols attended a District 10 Health Department meeting. The minutes will be provided.

Comm Potter has still not been able to attend a road commission meeting. He also missed the Clam Lake DDA meeting that was scheduled that day.

Comm Musta attended a Wex Express meeting.

Comm Townsend attended a Library meeting. Ms. Logan wanted to thank the Board for their kindness and approving their millage language and increase

Comm Theobald attended a DHHS meeting where they discussed the difficulty of finding placements for juveniles. They are currently going out of state for placements. They are also looking for individuals to work as CPS workers.

Comm Taylor attended a District 10 Health Department meeting and a Fair board meeting.

Board Comments-

Comm Potter noted that he knows there are a lot of projects going on right now, and he appreciates all that are working on those.

Comm Hurlburt was happy to see Joe and Jami on board with helping. He asked that they not accept the position full time.

Comm Townsend stated it was good to hear Judy's voice.

Comm Bengelink read a quote from Teddy Roosevelt.

Comm Theobald was excited to see Spectrum expanding.

Comm Nichols thanked the Board for allowing the opportunity to appear this way. She thanked Joe, Jami and Alaina for getting her questions answered.

Chairman's Comments-

Comm Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:20 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk



QUOTATION

Cedar Creek Twp _____
 C/O Infrastructure Alternatives _____ QUOTE # _____ DLC 2022-0126-1 _____
 7888 Childsdale Avenue _____
 Rockford, MI 49341 _____
 Attn: Mr. Thomas Lutke _____ DATE _____ January 26, 2022 _____

REFERENCE _____ Cedar Creek Twp. Well No. 1 Cleaning and Pump Overhaul _____

Mobilize to site with 2 man crew, pump hoist rig and support truck. Remove the pump from the well and inspect while pulling for any defects. Once the pump is removed from the well, we will clean the well with a double disc agitator and chemicals (4 days). A cost estimate will be provided after the pump has been inspected. After approval we will return to site, set the pump, test, disinfect the well and pull the first bacti sample.

Estimated labor and travel to pull and set pump per above	\$7,460.00
Labor and materials to clean the well for 4 days	\$12,000.00
Estimated materials if everything needs to be replace from the pitless adapter down	\$19,870.00

Note: This proposal assumes the pump setting on Well No. 1 is comparable to Well No. 2 (189'). Additional pipe and wire will be charged accordingly.

Total: \$39,330.00

ACCEPTED BY _____
 TITLE _____
 DATE _____

PEERLESS-MIDWEST, INC.
DC Coulier

 DC Coulier, Project Manager

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Executive Committee
FOR MEETING DATE: March 16, 2022
SUBJECT: Interagency Agreement for Provision of Mental Health Services

SUMMARY OF ITEM TO BE PRESENTED:

An Interagency Agreement with Northern Lakes Community Mental Health and various Wexford and Missaukee County agencies is attached for consideration. This agreement will serve individuals with serious mental illness who are considered at risk for 1 or more of the following:

- a. Entering the criminal justice system
- b. Not receiving needed mental health treatment services during incarceration
- c. Committed to the jurisdiction of the department of corrections

The last signed agreement was in 2019.

RECOMMENDATION:

The Executive Committee recommends the full board to approve the Interagency Agreement with Northern Lakes Community Mental Health.

**Wexford and Missaukee County Interagency Agreement
Jail Diversion Program**

Between

**Northern Lakes Community Mental Health Authority
Wexford and Missaukee County Sheriff
Wexford and Missaukee County Prosecuting Attorney
28th Wexford and Missaukee County Judicial Circuit Courts
84th Wexford and Missaukee County Judicial District Courts
And the Wexford and Missaukee County Commissions**

I. The Purpose of this Interagency Agreement (agreement).

1. The parties agree (pursuant to Act. No 28, Public Acts of 2014, Enrolled Senate Bill No. 558) to collaborate, coordinate, and facilitate activities and services to best serve individuals with serious mental illness who are considered at risk for 1 or more of the following:
 - (a) Entering the criminal justice system.
 - (b) Not receiving needed mental health treatment services during a period of incarceration in a county jail.
 - (c) Not receiving needed mental health treatment services upon release or discharge from incarceration in a county jail.
 - (d) Being committed to the jurisdiction of the department of corrections.

2. Health letter dated October 26, 2010 and with the Subject line: Use of General Fund Dollars for Services to Inmates of County Jails. The parties agree to coordinate efforts to seek a statewide solution that would allow for continued use of General Fund dollars to support the following services within the Wexford-Missaukee County Jail:
 - (a) Crisis intervention services and preadmission screenings (this would be in addition to jail diversion and community-based emergency services in partnership with law enforcement).
 - (b) Clinical services and psychiatric mental health services to registered consumers consistent with the Individual Plan of Service or as amended, who are currently an inmate or who become jail inmates.
 - (c) Collaboration, coordination, and facilitation of activities and discussions to determine the needed services that best serve individuals with mental health needs incarcerated in the Wexford-Missaukee County Jail. These discussions will include discovery of present services, discovery and enumeration of critical mental health services and other needed services such as on-site psychiatric care, dispensing of medication, pharmaceutical reviews, and any

other activities that the below listed liaisons deem necessary to determine how best to provide mental health services in the jail.

II. Provisions

Whereas, the Michigan Mental Health Code requires that each county shall have a written interagency agreement in place for a collaborative program to provide mental health treatment and assistance, if permitted by law and considered appropriate, to persons with serious mental illness who are, or may become, incarcerated in a county jail (MCL 330.1207a).

Whereas, the Parties seek to have a written interagency agreement for a collaborative program that provides the most appropriate treatment options and risk management for persons with serious mental illness and co-occurring mental illness and/or substance use disorders, and who are at risk of the following:

- (a) Entering into the criminal justice system.
- (b) Not receiving needed mental health treatment services during a period of incarceration in the Wexford-Missaukee County Jail.
- (c) Not receiving needed mental health services upon release or discharge from incarceration in the county jail.
- (d) Being committed to the jurisdiction of the State of Michigan.

III. Agreements

This agreement shall, at a minimum, cover all of the following areas:

- (a) Guidelines for program eligibility - Each party will follow applicable laws, regulations, and their internal policies respectively. Northern Lakes Community Mental Health Authority (NLCMHA) will complete an assessment, including the administering of The Level of Care Utilization System to determine if an individual meets the medical necessity criteria for ongoing mental health services to address serious mental illness.
- (b) Interagency communication and coordination - Law Enforcement, court staff, and jail staff will make a referral to NLCMHA if it reasonably appears that an individual entering into, involved in, or leaving the criminal justice may be experiencing a serious mental illness. All parties agree that coordination and communication can occur through direct communication (in person or via phone) and indirect communication (fax, message, or written documentation).
- (c) Day-To-Day Program Administration - Each party to this agreement will be responsible for internal day-to-day administration and recordkeeping related to their involvement in the program.
- (d) Involvement of service consumers, family members, and other stakeholders - All parties recognize the importance of involving family and other stakeholders whenever

possible. NLCMHA agrees to include all natural supports in treatment as the participants chooses or court orders.

- (e) How program shall work with local courts – When the court is informed that a person under court jurisdiction in a criminal proceeding is in need of mental health services, the person will be referred to NLCMHA for evaluation. A referred individual may voluntarily agree to services or be court ordered to receive services when appropriate and as needed.
- (f) How the program shall address potential participants before and after criminal charges have been filed – All Parties shall make referrals as set forth in Section III (b) above. NLCMHA shall determine eligibility based on medical necessity and, when appropriate, will provide services (including outreach) that involve the participant and natural supports in the course of treatment.
- (g) Resource sharing between Parties to the Interagency Agreement – The Parties to this agreement shall share resources, including expertise, information, and data gathered by the various program administrators.
- (h) Screening and assessment procedures – All Parties will utilize their practice and procedures for screening and assessing an individual who meets criteria noted in Section I.1. Above.
- (i) Guidelines for case management – All Parties shall follow their established case management procedures.
- (j) How the program will work with county jails – See subsection I.2. Above. Additionally, all Parties agree to continue to work collaboratively with the county jail.
- (k) Criteria for completing the program – Criteria for program completion will be specified in the court order and/or NLCMHA Individual Plan of Service.
- (l) Mental Health Treatment services – The Parties will make every effort to assure that a complete array of medically necessary mental health and co-occurring substance use disorder services will be provided to those who meet eligibility criteria.
- (m) Procedures for first response to potential cases, including response to crises – Consistent with current laws, regulations, and practice NLCMHA will provide crisis interventions and preadmission screening assessments.
- (n) How administrators of the program will report the program’s actions and outcomes to the public – Each Party will share information and data consistent with their current practice, respectively.

IV. Notice and Communications

1. Contact information for all Parties is as follows:

a. County Administrator

Missaukee County
Elizabeth Vogel
111 South Canal Street
P.O. Box 800
Lake City, MI 49633
(231) 839-4967

Wexford County
Jami Bigger
437 E. Division Street
Cadillac, MI 49601
(231) 779-9453

b. 84th District Court

Missaukee County
Honorable Melissa Ransom
111 South Canal
P.O. Box 800
Lake City, MI 49651
(231) 839-4967

Wexford County
Honorable Audry Van Alst
437 E. Division
Cadillac, MI 49601
(231) 779-9515

c. 28th Judicial Circuit Court

Honorable Jason J. Elmore
Missaukee County Address:
111 South Canal
P.O. Box 800
Lake City, MI 49651
(231) 839-4967

Wexford County Address:
437 E. Division Street
Cadillac, MI 49601
(231) 779-9490

d. Prosecuting Attorney

Missaukee County
David DenHouten

129 Main Street
P.O. Box 348
Lake City, MI 49651
(231) 839-3111

Wexford County
Corey J. Wiggins
437 E. Division Street
Cadillac, MI 49601
(231) 779-9505

e. County Sheriff Department

Missaukee County
Will Yancer
110 Pine Street
Lake City, MI 49651
(231) 839-4338

Wexford County
Trent Taylor
820 Carmel Street
Cadillac, MI 49601
(231) 779-9211

f. County Jail Administrator

Missaukee County
Kenny Bigger
110 E. Pine Street
Lake City, MI 49651
(231) 839-4338

Wexford County
Mike McDaniel
820 Carmel Street
Cadillac, MI 49601
(231) 779-9211

g. Wexford County Board of Commissioners

Chairperson, Wexford County Board of Commissioners
437 E. Division Street
Cadillac, MI 49601
(231) 779-9453

h. Missaukee County Board Commissioners

Chairperson, Missaukee County Board Commissioners

Court House
111 S. Canal Street
Lake City, MI 49651

2. This agreement constitutes the entire agreement of the Parties with respect to the interagency agreement required by MCL 330.12074a. This agreement does not supersede or terminate Memoranda of Understanding (MOU) or other agreements existing between the Parties already in existence that may further expound on the various programs provided in this agreement. The Parties may enter into other MOUs or agreements for existing or other programs.
3. The persons signing this agreement, on behalf of the parties, hereto certify, by said signatures, that they are duly authorized to sign this agreement.
4. This agreement shall be effective beginning March 2, 2022 and ending September 30, 2025. Renewal terms shall be for a period of three years unless otherwise agreed by all parties.
5. **In Witness Whereof**, the authorized Parties hereto have fully executed this agreement.

Joanie Blamer, CEO
Northern Lakes Community Mental Health Authority

Date

Will Yancer
Missaukee County Sheriff

Date

Trent Taylor
Wexford County Sheriff

Date

David DenHouten
Missaukee County Prosecuting Attorney

Date

Corey J. Wiggins
Wexford County Prosecuting Attorney

Date

Honorable Jason J. Elmore
Missaukee and Wexford County 28th Judicial Circuit Court

Date

Honorable Melissa Ransom
Missaukee County 84th District Court

Date

Honorable Audrey Van Alst
Wexford County 84th District Court

Date

Chairperson
Missaukee County Board of Commissioners

Date

Chairperson
Wexford County Board of Commissioners

Date

Kenny Bigger
Missaukee County Jail Administrator

Date

Mike McDaniel
Wexford County Jail Administrator

Date

Elizabeth Vogel
Missaukee County Administrator

Date

Jami Bigger
Wexford County Interim Administrator

Date

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Executive Committee
FOR MEETING DATE: March 16, 2022
SUBJECT: Pinwheel Garden Request

SUMMARY OF ITEM TO BE PRESENTED:

The month of April is Child Abuse Awareness month, and the Traverse Bay Child Advocacy Center has requested that there be 75 pinwheels placed on the courthouse grounds. Pinwheels are the standard symbol for child abuse awareness. The Traverse Bay Child Advocacy Center is an organization that partners with Prosecutor's Office for the interviewing of children who are victims of assault or abuse.

RECOMMENDATION:

The Executive Committee recommends to the full board to approve the Traverse Bay Child Advocacy Center's request to place 75 pinwheels on the courthouse grounds for the month of April.



Wexford County

Request for Board of Commissioner Action

Department:

Submitted by:

Subject:

Committee:

Committee Meeting Date:

BOC Meeting Date:

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

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):

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

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

List of Attachments:



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 sixteenth day of March 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 22-11
WEXFORD COUNTY BOARD OF COMMISSIOENRS
SUBMITTING TO A VOTE OF THE ELECTORATE AUTHORIZATION OF THE
TELEPHONE SURCHARGE FOR EMERGENCY TELEPHONE SERVICES (911
SERVICES)**

WHEREAS, Wexford County has established a county-wide system of emergency telephone and dispatch services for the benefit of the citizens of the County; and

WHEREAS, 911 emergency telephone and dispatch services are of substantial benefit to the citizens of the County of Wexford; and

WHEREAS, pursuant to the Emergency Telephone Service Enabling Act, Section 401b(1), being MCL 484.1401b(1), the Wexford County Board of Commissioners may with voter approval authorize a telephone surcharge of up to \$3.00 for each service user, except for users of a prepaid wireless telecommunications service, for recurring emergency telephone operational costs and charges; and

WHEREAS, under the Emergency Telephone Service Enabling Act the County may charge \$0.42 for each service user without voter approval; and

WHEREAS, in November 8, 2016 election the voters of Wexford County authorized the County of Wexford to assess a monthly surcharge of up to \$2.25 (not to exceed \$2.25 in the monthly billings of landline, wireless and VOIP service suppliers within the geographic boundaries of Wexford County); and

WHEREAS, the Board of Commissioners believes a telephone surcharge at the level of up to \$3.00 for each service user (\$2.58 above the surcharge permitted without voter approval, or a \$0.75 per month increase over the amount authorized by Wexford County voters in the November 8, 2016 election) is necessary to provide an adequate and equitable financing mechanism for the needs for the Wexford County 911 Communication Center.

NOW, THEREFORE, BE IT RESOLVED that the following proposal be submitted to the qualified voters of the County of Wexford at the Election to be held in said County on Tuesday, August 2, 2022:

BE IT FURTHER RESOLVED that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to cause the proposed to be stated on the Tuesday, August 2, 2022, election ballot and to be prepared and distributed in the manner required by law.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 22-11 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on March 16, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

EXHIBIT A

**Wexford County Central Dispatch
9-1-1 Surcharge Proposal**

For the period beginning on July 1, 2023, shall the County of Wexford, Michigan be authorized to assess a surcharge on all landline, wireless, and voice over internet protocol service users located within the geographic boundaries of Wexford County of up to \$3.00 per month, an increase of \$0.75 (75 cents) per month over the amount authorized by Wexford County voters in the November 8, 2016 election, to be used exclusively for the funding of 911 emergency telephone call answering and dispatch services within Wexford County including facilities, infrastructure, equipment, maintenance and operations?

If adopted by the voters, this surcharge will commence on July 1, 2023.

YES
NO

Otis Elevator Company
 1777C South Garfield Ave
 Traverse City, MI 49686
 Tel: (231) 577- 8827 Fax: (860) 353-0327
 www.Otis.com



March 9th, 2022

Reference: Elevator Modernization Proposal – Wexford County Courthouse- Cadillac, MI

Adam,

I would like to thank you for asking Otis Elevator Company to provide you with a formal work order for this project. We would love to be a part of the elevator renovation. It is our recommendation that the existing passenger hydraulic elevator be modernized and brought up to current 2010 ANSI elevator code. The elevator is nearing/beyond its useful life and at risk of having part replacement and support issues. With a modernization you are essentially getting a new elevator with a useful life of 20+ additional years. This will make the elevator safe, functional, and reliable. Our work order of \$98,920 includes general intent to replace the cab interior- including the laminate panels, ceiling assembly and lighting, control system, interlocks, power unit, fixtures, wiring, door detector, and door operator which are standard for this type of project. We will also be installing an Access Alert hoistway safety device and new oil for the hydraulic system. Project highlights are below:

- Entirely New Hydraulic Oil throughout the system (we don't filter and reuse the old)
- Complete new interlocks at each hoistway landing
- Solid State Starter included with power units (you don't have to pay additional later)
- All Fixtures will be long life low voltage LED with multiple colors to choose from (Red, Blue, Green, White)
- Access Alert Hoistway Safety Device for emergency personnel and mechanics (exclusive to Otis)
- Packing Replacement if needed at no additional cost
- Car door roller replacement as needed for no additional cost
- Non-proprietary equipment will be provided
- Long Term equipment and parts support focus
- Stainless plates will be made to cover the existing in car position indicators as needed

Otis Elevator Company has not included any electrical, fire suppression, HVAC or general contracting work including cutting and patching, in its proposal cost. The install time once material is onsite would be 3.5 - 4 weeks before project completion. We understand that elevator downtime is extremely disruptive to the building and are able to work with you on an install timeline that works within your requirements, but I must note that our schedule is filling up very quickly.

Before we start the project, please make sure the following items have been taken care of as they fall outside our licensing area (I can help identify these for you also if needed). A dumpster for material removal is required. The mainline disconnect needs to be fused, grounded and lockable and of the proper load to handle the new motors. There are smaller 110v disconnects for cab lighting and smoke detectors needed in the machine room. GFCI receptacles need to be in the elevator pit and machine room. Lights need to be of the proper illumination in the machine room (19-foot candles) and elevator pit (10-foot candles) and need to be guarded. Provide 3 dry contacts in the elevator machine room so that the elevator controller can be connected to the building smoke sensor system. The smoke sensor system needs to be completed by others and installed at each lobby, hoistway entrance, and machine room. The system needs to be tied into the building fire system. You may be fine with what is present, however I like to mention these items in advance so that there aren't any surprises. We suggest that you have an electrician look at the elevator pit and machine room equipment to verify. If you have any questions or would like to discuss further, please call my cell below anytime.

Looking forward to working with you!

Michaela Watson
 Account Manager- Northern Michigan
 Otis Elevator Company
 (231) 577-8827

OTIS

J.5.a.

HydroAccel™

Otis HydroAccel™ Hydraulic Control System

3/9/2022

CUSTOMER NAME

Wexford County Courthouse

Otis Elevator Company

1777C South Garfield Ave
Traverse City, MI 49686

PROJECT LOCATION

437 E Division St
Cadillac, Michigan, 49601

PROPOSAL NUMBER

F7NE3340/01

We propose to furnish labor and material to provide a microprocessor based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. The HydroAccel control system will quickly and easily improve your build's appeal by seamlessly integrating with the building's existing structure.

Section 1



UNITS

DUTY

The present capacity and speed of the elevators will be retained as follows:

Group 1

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
403570	2500	115

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained as follows:

Group 1

Unit 1

LANDINGS	OPENINGS		Distance Between Floors
	Front	Rear	
4	Yes	No	0 ft 0 in 0
3	Yes	No	12 ft 9 in 1/2
2	Yes	No	10 ft 8 in 1/2
1	Yes	No	9 ft 10 in 1/2

Section 2



OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + ¼" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

Section 3



MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply of 208V_60HZ, alternating current will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

NEW PUMP MOTOR

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

POWER UNIT

NEW SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

NEW VALVE

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

Section 5



HOISTWAY EQUIPMENT

NEW CAR GUIDES

New polyurethane slide guide liner inserts shall be installed on the top and bottom of the car frame to engage the guide rails.

NEW CAB INTERIOR

Otis will renovate the above referenced elevators with the Interiors Package. All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators. The renovation shall include the following:

New cab interior panels– The existing elevators shall have the existing panels removed to accommodate the Interiors Package. This shall include a modular vertical panel system that spans the full width of the wall sections. Panels shall be finished in plastic laminate as selected from our standard laminate selections.

Handrails– new 3/8" thick satin stainless-steel handrails shall be mounted to the new interior panels on the side walls as requested in accordance with ADA requirements and local governing codes.

Ceiling– We shall furnish and install a new standard frame ceiling assembly. The existing lighting shall be modified, and new LED tube lights shall be installed.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS

The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW "IN-CAR" DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

Section 7



HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

Section 8



WORK BY OTHERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All “Work by Others” must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Phone Only

Provide a continuously monitored phone line terminating at Otis controller.

EMERGENCY COMMUNICATIONS – Voice / Video / Text

Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code, as applicable. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group. Provide a dedicated RJ45 internet network connection in each control room, minimum download speed 5Mbps per elevator, minimum upload speed 1Mbps per elevator.

EMERGENCY COMMUNICATIONS – Intercom

Provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet in machine room located as required for communications system.

ELEVATOR MANAGEMENT SYSTEM (EMS)

Provide a 120VAC 15A single phase power supply with two duplex GFCI outlet and fused disconnect switch (or circuit breaker) located in areas containing EMS equipment (typically machine room, fire command center, and/or building security station). Where Web based EMS supplied, provide CAT-5 cable from elevator machine room to EMS terminal locations.

TEMPORARY CROSS DISPATCHING (CDT)

For each group provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet located in elevator machine room.

COMPASS

For each group provide a 120 volt AC, 15 amp, single-phase power with GFCI outlet in the machine room with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position.

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor.

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

REMOTE MONITORING POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, 15 amp, single-phase power supply with fused SPST disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.

REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS

Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

INFORMATION DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120-volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator

Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.
- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

ROOF LIGHTING

Lighting is required to illuminate machine room access paths on the roof.

LIGHTING

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75o angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SIDE COUNTERWEIGHT GUARDING

Provide and install guarding of counterweights in a multiple elevator hoistway as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

ADDITIONAL STOPS/OPENINGS

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.

- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.Otis.COM by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 9



GENERAL REQUIREMENTS

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor

disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellways) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

LIMITATION ON DAMAGES

Notwithstanding anything else in this Contract, in no event (including third party claims) shall either party be liable for any indirect, incidental, collateral, special, punitive, liquidated or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss of business opportunity, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or otherwise.

It is agreed and understood that these liquidated damages are the parties' sole and exclusive remedy for recovery of actual or direct damages that either party might seek for a breach of the Contract.

Neither party's liability to the other for any reason (except for personal injuries) arising from this Contract shall exceed the value of the Contract.

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of 0.00. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar

days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

- Final retention payment shall be due within five (5) days after acceptance the elevator installation.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying “pay when paid.” This Contract is between Otis Elevator and referenced entity. The attached payment schedule (“Schedule of Values”) is not contingent upon said entity’s ability to be paid by others or any other factor or event not described above.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES			
Base Contract Amount: \$98,920			
DUE DATE	DESCRIPTION	%	VALUE
Upon Award	Engineering/Drawings/Mobilization “Initial Payment”	50	\$49,460
Upon Material Delivery	Materials for project “Material Delivery Payment”	40	\$39,568
Upon Inspection/ Turnover	Inspection/ Turnover “Final Payment”	10	\$9,892

LEAD TIME AND DURATION

We anticipate approximately 10-12 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 3-4 weeks per car. All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS

ASME A17.1 / CSA B44 (2016 or earlier): It is our understanding the International Building Code (IBC), 2018 Edition is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between IBC 2018 and ASME A17.1 / CSA B44 (Safety Code for Elevators and Escalators) and you agree to hold Otis harmless for any claim, loss, cost, or damage in connection with any such conflict.

WBO

Customer or owner will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

Section 10



ALTERNATES

ALTERNATE # 1 – Aut-O-Safe ERU

We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely.

Approximately four to six seconds after a power failure has been sensed, an electronic timer in the ERU is designed to turn on an inverter (converting DC battery power into elevator operating voltages). Approximately six seconds later, the device is designed to send a signal to the microprocessor to disengage the hall and car floor buttons, close the door(s), and open the valve to return the car to the lowest landing at normal speed.

When the car reaches the lowest landing, the ERU is designed to open the door(s) for a preset time. The device is also designed to allow the DOOR OPEN button to continue to operate normally to allow passengers to exit safely. After all passengers have exited, the car remains parked with the door(s) closed. To preserve battery life, the ERU is designed to turn off after four minutes.

If all elevator controls are in normal position, the elevator will be able to resume normal operation when building power is restored. Once main power has returned, it takes from 6 to 24 hours for the batteries to become fully charged, depending on the amount of power consumed in performing an ERU operation.

Benefits

- Prevents entrapments due to power failure
- Automatically switches to its own internal power source for operation
- Improves passenger safety
- Provides peace of mind for passengers

ADD: Five Thousand Two Hundred and 00/100 Dollars (\$5,200.00) per elevator

Please indicate your intention to choose this option by initialing here

ALTERNATE # 2 – CAB AIR PURIFIER

Otis will furnish and install the Otis Cab Air Purifier to your existing elevator fan. Additionally, Otis will modify the existing fan to allow air to flow across the ionizer and into the cab.

The Otis Cab Air Purifier uses proactive air purification technologies to minimize airborne viruses safely by using bipolar ionization, which creates millions of positive and negative ions, a proven method of virus reduction.

Benefits

- Safely, proactively, and continuously purifies the elevator cab air, killing harmful, disease-inducing microbes as described in the efficacy table below.
- Kills MS2 Bacteriophage – a virus similar to SARSCoV-2 (the virus that causes COVID-19) at 97.5% efficacy when airborne and 81% efficacy on surfaces when exposed to the device for 10 minutes.
- Reduces airborne allergens and other particulate matter and neutralizes odors and VOCs. Compliant with ASME A17.1 / CSA B44 and NFPA70 / CSA22.1 (UL Listed)

Clarifications

- The cab air purifier is a peripheral device not covered under your elevator maintenance agreement, and the applicable product and service warranty is as set forth in the attached Terms and Conditions.
- Otis assumes no liability or responsibility for damage or injury to any person or property arising from the use of this product. This product is not a medical device or product and Otis is in no way recommending it for any medical purpose.

For more information on the Cab Air Purifier [click here](#).

ADD: Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per elevator

Please indicate your intention to choose this option by initialing here

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE	\$98,920 "Cost w/Tax" Or "Cost w/o Tax"
	Ninety Eight Thousand Nine Hundred and Twenty Dollars

This price is based on a **fifty percent (50%)** downpayment in the amount of \$49,460.00

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Michaela Watson

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

3/16/2022

Wexford County Board of Commissioners				
Amendments to the 2022 Budget				
Adj #	Acct	Acct Description	Revenue	Expense
2022.03.01	101-172-702.01	Elected - Appointed		\$6,000
	101-225-702.11	Equalization - Admin Duties	\$2,400.00	
	101-267-702.11	HR - Admin Duties	\$3,600.00	
Voted on 03/02/2022 by the BOC, for the compensation of additional duties of the Equalization Director and Human Resources Director as Co-Interim County Administrators.				

2022.03.02	101-334-543.01	Snowmobile	(\$8,102.95)	
	101-334-932.00	Vehicle Maintenance & Repair		\$8,102.95
Approved purchase by the BOC on 03/02/2022 for the replacement of the Sheriff's Department snowmobile. With 75% of the purchase being reimbursed by the DNR grant and 25% of the purchase coming from the Sheriff's 2022 Budget.				