

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, February 07, 2024, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

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 RECOGNITION1
	1. Duane Alworden – 20 Years
	2. Raymond Griswold – 20 Years
	3. Jason Longstreet – 10 Years
G.	PRESENTATIONS AND REPORTS
	1. Alliance for Economic Success Annual Report – Niki Shultz, Executive2
H.	PUBLIC COMMENT
	Designated for topics on the agenda only.
I.	CONSENT AGENDA
	The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
	1. Approval of the January 17, 2024 Regular Meeting Minutes
J.	AGENDA ITEMS
	1. CAD Project Reimbursement (Finance 01/31/2024)
	2. Invasive Species Lease Agreement Renewal (Rec. & Bldg. 02/01/2024)21
	3. Budget Amendment(s) (Finance 01/31/2024)27
K.	ADMINISTRATOR'S REPORT
L.	CORRESPONDENCE
	1. 2023 Opioid Prevention Media Campaign
M.	PUBLIC COMMENT
	Open for any public comments.
N.	LIAISON REPORT
O.	BOARD COMMENTS
P.	CHAIR COMMENTS
Q.	ADJOURN

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

FROM: Human Resources / Public Safety Committee

FOR MEETING DATE: February 07, 2024

SUBJECT: Employee Recognition

SUMMARY OF ITEM TO BE PRESENTED:

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

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Duane Alworden	Central Dispatch	20
Raymond Griswold	Sheriff's Office	20
Jason Longstreet	Sheriff's Office	10

Duane Alworden began employment with Wexford County on February 2, 2004 as a full-time tele-communicator. On January 13, 2016, Duane was promoted to Dispatch Supervisor. Duane was chosen as the Director of Dispatch on January 7, 2018 and continues to hold this position.

Raymond Griswold began employment with Wexford County on February 13, 2004 as a part-time Corrections Officer. Raymond currently holds the position of full-time Corrections Officer.

Jason Longstreet began employment with Wexford County on February 12, 2014 as a full-time tele-communicator. On November 13, 2016 Jason took a position as a Corrections Officer. Jason became a part-time Court Bailiff/Transport Officer on May 09, 2022. On January 08, 2024, Jason was chosen to attend the Police Academy to become a Road Patrol Deputy.

RECOMMENDATION:

The Human Resources / Public Safety Committee forwards a recommendation to the full board to present the Certificates of Appreciation at the Board of Commissioners meeting on February 07, 2024.



ANNUAL REPORT-PROGRESS AND PRIORITIES



A YEAR OF TRANSITION



Following the departure of former director Lisa Miller, who assumed a position with Michigan's Office of Rural Development in January, the Alliance for Economic Success adeptly managed the transitional phase under the interim leadership of Mark Lagerwey and Shari Spoelman. Their strategic direction and steadfast support not only facilitated a smooth transition but also empowered the board in its search for the organization's next director.

Throughout this transitional phase, the Alliance for Economic Success continued building robustly on its economic development initiatives. During the long hiring process, the organization continued building community connections and capacity for several important strategic priorities:

- Leading efforts to solve a housing shortage crisis that is stymieing economic development
- Supporting initiatives for expanded childcare
- Bolstering the region's recreation and tourism economies
- Developing and coordinating resources for broadband expansion

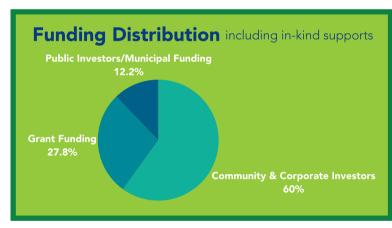
In the fall of 2023, AES and its partner organization, Michigan State University Extension, transitioned to new leadership with the hiring of Niki Schultz, Executive Director. Niki is a Cadillac-area native who came onboard following a 12-year career in early childhood advocacy, directing the Great Start Collaborative.

CAPACITY BUILDING

AES enhanced its communication and community capacity building through the introduction of a new website in early 2023 and the initiation of a monthly newsletter in the fall. These initiatives play a crucial role in educating, informing, and engaging government leaders and constituents, fostering collaborative efforts to address economic development in Wexford and Missaukee counties.

LEVERAGING PARTNERSHIPS

The AES-MSU Extension partnership model, first initiated in 2021, along with funding commitments from area government entities and businesses, has successfully positioned AES for an increasingly vital and expanding role in economic development heading into 2024.



These initiatives have been made possible by our partners:

- MSU Extension's Community, Food and Environmental Institute Providing a multitude of resources and funding 60 percent of our executive director position
- Baker College of Cadillac Providing free office space for both AES and MSU Extension, thereby transferring facility overhead costs to operations and personnel.
- Business and government partners: VanDrie Home Furnishings, Munson Hospital, Consumers Energy, DTE, ITC, Wexford County, Missaukee County, City of Cadillac, Clam Lake Township, Cadillac Area Visitors Bureau, Cherry Grove Township

BUDGETING AND EXPENDITURES

During fiscal year 2023, AES was able to build revenues while controlling expenditures, concluding the year with a secure balance sheet.

The year provided an opportunity for AES to:

- Recover fundraising capacity that was delayed during the COVID19 pandemic. This included applying for and receiving notification of a \$25,000 COVID19 relief grant from the Michigan Nonprofit Relief fund. Award is expected early in 2024.
- Reduce expenditures during an eight-month period without an executive director. During that time, AES paid two part-time interim executive directors – Mark Lagerwey and Shari Spoelman – to support the search for a new director and continue building on initiatives begun in 2022.
- Made improvements to bottom line by removing unneeded services and items and maximizing the use of resources available with our partnership with MSU-Extension.



Community Engagement



AES has represented the community economic development interests of the Greater Cadillac Area in a variety of settings including community events, networks and collaborations, and focus groups.

Local Representation

- Cadillac Area Chamber of Commerce Rise Up events
- Missaukee Chamber of Commerce
- Leadership Economy Day
- Rotary Club of Cadillac
- Cadillac Area ORV Initiative
- Cadillac Area Community Foundation
- Wexford Missaukee Great Start Collaborative
- Connecting Entrepreneurial Communities

State-wide Representation

- MDARD Office of Rural Development
- MSHDA State Wide Housing Plan Development
- Michigan Economic
 Development Corporation
- Community Economic Development Association
- Michigan Economic Development Association

Regional Representation

- Regional Childcare Coalition
- Region 2 Collaborative Development Council
- Housing North Housing Innovation Council
- Explore 131
- Hodenpyl Dam Conversations



AES AND HOUSING

Attainable Housing Development IS Economic Development

AES led the formation of a Housing Advocacy committee that met monthly throughout most of 2023. Members are collectively working on finding housing solutions. Twenty three individuals representing a plethora of partners such as Housing North, developers, city and county officials, the Cadillac Chamber of Commerce, the Cadillac Area Community Foundation, Club Cadillac, Habitat for Humanity, New Hope Shelters, the Salvation Army and other area nonprofits are looking for creative, sustainable solutions to the areas housing crisis.



AES co-sponsored a housing summit in the spring to explore how other communities are addressing these issues and to consider next steps for Wexford-Missaukee. In the fall, AES facilitated a discussion while Housing North presented regional and local housing data.



Worked collaboratively with Housing North, to allocate funding for a housing readiness coordinator who will serve Wexford and Missaukee Counties during 2024.

During a summer meeting, interim Director Mark Lagerway introduced Cadillac City officials to Pinnacle Construction from Grand Rapids, setting the stage for a partnership with The DK Design Group of Cadillac that resulted in securing a \$2.7 million Revitalization and Replacement Act (RAP 2.0) grant to support redevelopment of the former Cooley School into 20plus apartments. Work on the project will start early in 2024.

CHILDCARE

Child Care Innovation Fund Grant



May 2023 saw the completion of the Child Care Innovation Fund. Through partnership with the Wexford Missaukee Manistee Great Start Collaborative and the Cadillac Area Chamber of Commerce this grant ignited conversation surrounding high quality, attainable and sustainable childcare for families throughout Wexford and Missaukee counties. By asking questions and gathering data from families, employers and child care providers AES helped to highlight the economic impact the lack of childcare can have on a community.

FINGERPRINTING

The survey of childcare providers revealed that the scarcity of fingerprinting locations served as a hurdle for those wanting to join the childcare workforce. AES took the initiative to convene various individuals and agencies for discussions on potential solutions. A collaborative endeavor involving the Cadillac Area YMCA, Northwest Michigan Community Action Agency, the WMM Great Start Collaborative (which facilitated training for designated work hours), and the Cadillac Area Community Foundation (which contributed funding for this initiative) resulted in the establishment of a fingerprinting location at the Cadillac Area YMCA in July. An average of 187 individuals (from multiple employment sectors) utilize this service each month.

TOURISM AND RECREATION

LOOK FOR ENHANCEMENTS ON THE CADILLAC PATHWAY!

In February, the Missaukee County commissioners formally accepted a DNR Trust Fund grant of \$110,900, skillfully secured by AES, to facilitate the development of a single-track bike path and implement various enhancements at the Cadillac Pathway trailhead on Seely Road.

Later in the year, the DNR outlined a plan for the grant, earmarking funds to pave a section of the trailhead parking lot and establish a handicap-accessible walkway spanning approximately three-tenths of a mile to the scenic Clam River. This walkway will feature a midpoint overlook platform.

AES successfully secured an additional \$50,000 in funding to complement the \$160,900 required for the comprehensive project. To complete the 12-mile single-track trail, the DNR allocated supplementary funds from other federal sources.

Acting as the prime professional, Prein & Newhof has completed plans, which are currently undergoing the final review by the DNR. The bidding process for the project is anticipated to commence in early 2024.

BUSINESS SUPPORT

In January, when Specialized bike company abruptly announced plans to close McLain Cycle in downtown Cadillac, AES networked extensively and was able to bring various partners together to open Einstein Cycle two doors south at 303 North Mitchell.

Einstein signed a profit-sharing agreement with the three former McLain employees and opened the Cadillac shop on April 1, 2023.

LOOKING AHEAD

STRATEGIC PLANNING

The strategic planning process holds significant importance for AES. At the beginning of 2024, the board and Executive Director will collaborate with MSU-Extension to define objectives that harmonize with our organization's resources and goals. Our aim continues to be to foster collaboration with local municipalities, businesses, and nonprofit organizations, working together to enhance the quality of life and prosperity in Wexford and Missaukee Counties.

We envision creating a community that is not only a great place to live but also a vibrant environment for work, play, and overall prosperity.

BUILDING RELATIONSHIPS

Social connections play a significant role in shaping economic outcomes. Relationships serve as valuable conduits for accessing information and establishing social collateral that prove beneficial in economic transactions. These connections create a network through which valuable resources, insights, and opportunities flow, contributing to our overall economic well-being.

A NOTE FROM THE EXECUTIVE DIRECTOR

I express my gratitude to the board and staff at MSU-Extension for contributing to a positive experience during my initial four months in this role. Looking ahead, my commitment is to diligently work towards making the Greater Cadillac area an appealing destination for residence, employment, and recreation. Employing a strength-based approach, I aim to build resilience against changing circumstances and promote intentional inclusivity, ensuring that the benefits reach a broad spectrum of individuals and that decision-making tables represent diverse perspectives.

ACKNOWLEDGEMENTS

AES Investors

AES is powered by our investors who recognize that economic development must be embedded in, and resourced by, the community it serves.















City of Cadillac

Cherry Grove Township Clam Lake Township & DDA

Wexford County

Cadillac Area Chamber of Commerce Missaukee County

ITC

AES Board of Directors

Executive Committee

Jeremy Winkle, Chair - Owner VanDrie Home Furnishings

Patrick Tiedt, Vice-Chair - Community Affairs Manager Consumers Energy

Jeffrey Bassett, Treasurer - VP Treasury Management 4Front Credit Union

Directors

Peter Marinoff, President Munson Healthcare Cadillac Hospital

Pam Niebrzydowski, Commissioner - Missaukee County

Mike Musta, Commissioner - Wexford County

Carla Filkins, Mayor - City of Cadillac

Randy Hill, Director, Baker College of Cadillac

Ex Officio Members

Doreen Lanc, Cadillac Area Community Foundation / Missaukee Area Community Foundation Caitlyn Stark, Cadillac Area Chamber of Commerce

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, January 17, 2024

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

Roll Call: Present- Commissioners Ben Townsend, Kathleen Adams, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Commissioners Jason Mitchell, Michael Musta, Michael Bush, and Julie Theobald.

Pledge of Allegiance.

Additions/Deletions to the Agenda- None.

Approval of the Agenda

MOTION by Comm Potter, seconded by Comm Baughan to approve the agenda.

All in Favor.

Employee Recognition- *None.*

Presentation and Reports- *None*

Public Comment-*None*.

Consent Agenda

1. Approval of the January 3, 2024 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. CWTA Opioid Funds Contract Amendment

MOTION by Comm Adams, seconded by Comm Potter to approve the amendment to Exhibit A of the CWTA Rides to Treatment Agreement and authorize the Chairman to sign.

Administrator Porterfield explained that this came through the opioid committee. They wanted to help focus on those that needed help, and wanted to make sure they could get the help they need. This came forward because one person in the jail was approved for treatment at one location, and they were not able to get there with the current agreement.

Roll Call: Motion passed 5-0.

2. Central Dispatch Purchase: Equature Equipment-New Recorder Server

Wexford County Board of Commissioners Regular Meeting* January 17, 2024

<u>MOTION</u> by Comm Baughan, seconded by Comm Potter to approve the purchase of the new recorder server from Equature in the amount of \$8,767.94, and to waive the three-quote requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales.

Administrator Porterfield explained that Travis Baker informed him this is proprietary to the system they currently have. They will begin replacing it over the next 4 years.

Roll Call: Motion passed 5-0.

Administrator's Report-

Administrator Porterfield informed the board that he will be attending an assessor training, so if anyone needed anything to speak to Jami. The chart of accounts changes had been completed, and there were a few things that still needed to be changed. He also informed the Board that the company Corinna works for is hosting an open house for their new location in Cadillac.

Correspondence-

1. Notice of Public Hearing-Cadillac Planning Commission

Public Comments-

Don Koshmider, Cadillac, reminded the Board of the Agenda 2030 and New World Order. They are currently meeting in Switzerland. They are wanting 7.5 million people dead by 2030. He saw a Tucker Carlson interview explaining that the poison shots have killed several thousand people. They are murdering us chemically and psychologically with fake news. The next step is to take our cash away. He wanted everyone to read "The Great Awakening" by Alex Jones. He reminded everyone to watch info wars.

Liaison Reports-

Comm Potter attended the Clam Lake DDA meeting where there is an interest in water and sewer.

Comm Townsend attended a library meeting. Eric Seguin started as Lee Jones replacement.

Comm Baughan attended a Safe Schools meeting where they took a tour of the new Cadillac High School.

Comm Taylor attended the Conservation District Meeting. Larry Czelusta from the forestry will be retiring in May.

Board Comments-

Wexford County Board of Commissioners Regular Meeting* January 17, 2024

Comm Potter commented that it was nice to see Bigby Coffee opening up on M-55. He also thanked the Board for their accommodations made to him.

Chairman's Co	mments-
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Chair Taylor thanked everyone for attending.

<u>Adjourn</u>

MOTION by Comm Baughan, seconded by Comm Potter to adjourn at 4:09 p.m. All in favor.

Gary Taylor, Chairperson	Alaina M. Nyman, County Clerk



Quote pr Janua

Quote prepared by:

Shannon Duncan shannon.duncan@centralsquare.com

Quote #: Q-132354

Primary Quoted Solution: PSJ Pro Quote expires on: July 28, 2024 **Quote prepared for:**

Travis Baker Wexford County Central Dispatch

971 Lincoln Street Cadillac, MI 49601 231-306-2127

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Mobile PS Pro AVL Annual Subscription Fee	4	58.90	235.60
2.	Mobile PS Pro CAD Annual Subscription Fee	4	132.53	530.12
3.	Mobile PS Pro Mapping Annual Subscription Fee	4	214.03	856.12
			Software Total	1.621.84 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION		TOTAL
1.	Public Safety Consulting Services - Fixed Fee		2,535.00
2.	Public Safety Project Management Services - Fixed Fee		780.00
3.	Public Safety Training Services - Fixed Fee		1,365.00
		Services Total	4,680.00 USD



QUOTE SUMMARY

Soft	ware	Sul	ototal

1,621.84 USD

Services Subtotal

4,680.00 USD

Quote Subtotal

6,301.84 USD

Quote Total

6,301.84 USD

WHAT ARE THE RECURRING FEES?

ТҮРЕ	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	1,621.84
FIRST YEAR RECURRING SERVICES TOTAL	

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.



Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services

Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred



PURCHASE ORDER INFORMATION	
Is a Purchase Order (PO) required for the purchase or p	eayment of the products on this Quote Form? (Customer to complete)
Yes[] No[]	
Customer's purchase order terms will be governed by th such, are void and will have no legal effect.	e parties' existing mutually executed agreement, or in the absence of
PO Number:	
Initials:	
	Wexford County Central Dispatch
	Signature:
	Name:
	Date:
	Title:



ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

Subscription Access. Customer is purchasing subscription priced software under this Quote. So long as Client has
paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare
grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this
Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under
the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

- 2. <u>Termination for Convenience.</u> This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
- 3. <u>Termination of Access Rights.</u> Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
- 4. <u>Right to Audit.</u> Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.



Wexford County Central Dispatch - 971 Lincoln St Cadillac MI 49663

2/1/2024

Reimbursement Agreement

This signed agreement between Wexford County Central Dispatch and the City of Cadillac.

The City of Cadillac agrees to reimburse Wexford County Central Dispatch for the amount of \$6,301.84 for the purchase of CAD licenses for Cadillac Police Department.

An invoice will be created by Wexford County Central Dispatch and sent to the City of Cadillac for payment.

A yearly invoice will also be created by Wexford County Central Dispatch and sent to Cadillac Police Department for yearly subscription in accordance with the Central Square CAD agreement. The first year subscription fee in included in the initial purchase. The City of Cadillac's first year subscription total will be \$ 1,621.84. As noted in the attached quote.

Wexford County Central Dispatch does not have any control over price increases proposed by Central Square.

Wexford County Central Dispatch is not responsible for any computer upgrades, repairs, or maintenance of Cadillac Police Department equipment for the use of these CAD Licenses.

Travis Baker
Wexford County

Deputy 911 Director

Adam Ottjepka City of Cadillac

Public Safety Director

LEASE

This lease (Lease) is entered into on February 7th, 2024, between Wexford County, whose address is 437 E. Division, Cadillac, MI 49601 (Lessor), and Mason-Lake Conservation District, whose address is 655 N. Scottville Road, Scottville, MI 49454 (Lessee), on the following terms and conditions.

- 1. **Premises.** Lessor leases to Lessee approximately 897 square feet of office and storage space at 401 N. Lake Street, Cadillac, Michigan 49601 (the Premises) as shown on the attached sketch (Attachment A). The Lessee by entry into this Lease acknowledges that it has inspected the leased premises and takes the leased premises AS IS. It is expressly understood and agreed that the rights granted the Lessee under this Lease apply to the leased premises alone and do not extend to other parts of the Lessor's property of which the leased premises are a part.
- 2. **Term.** The term of this Lease shall be one (1) year, commencing February 7, 2024 (the Commencement Date).
- 3. Rent.
 - a) **Base rent.** Lessee shall pay Lessor a base annual rent amount of \$6.36 per square feet or \$5,704.92, to be paid in one lump sum previous to the date of possession.
 - b) **Utilities**. Lessor shall be responsible for the payment of electricity, natural gas, water/sewer, outside trash receptacle, snow removal, and lawn care. Lessee shall be responsible for the payment of all other services for the Premises, including cable/internet and telephones.
- 4. **Possession.** Lessee will take possession of the Premises on February 7th, 2024.
- 5. **Security deposit**. No security deposit will be paid.
- 6. **Option to renew**. Lessee shall have an option to renew this Lease on the expiration of the initial term of the Lease for an additional one (1) year term by giving written notice of renewal to Lessor not less than 60 days before the Lease term expires.
- 7. **Parking.** Lessee shall be entitled to the rented use of one parking space per 200 square feet of rented gross floor space. Parking spaces shall be designated by the Lessor.
- 8. **Use.** The Premises is to be used and occupied for the purpose of North Country Cooperative Invasive Species Management Area (CISMA) office and storage space and no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. The Lessor covenants that if the Lessee shall pay the rent and perform the terms of this Lease as required of the Lessee, the Lessee shall, during the term of this Lease, have free, peaceful and quiet occupancy and enjoyment of the full possession of the Leased Premises without molestation or hindrance, and if at any time during the term hereof the right of the Lessor to lease the premises shall fail, the

- Lessee, in addition to its other remedies at law, shall have the option to terminate this Lease without any liability whatsoever except rent accrued to the date of termination.
- 9. **Repairs, Maintenance, and Expenses.** Lessor shall pay all costs and expenses incurred in maintaining the exterior of the Building that houses the Premises, and maintaining the furnaces, air conditioning units, and hot water heater that service the Premises. Lessor shall be responsible for the maintenance of the parking lot on the Premises. The maintenance, custodial concerns, and repair of the Premise's interior space shall be the responsibility of Lessee.
- 10. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Possession Date, excepting normal wear and tear.
- 11. **Entry and inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease (assuming Lessee does not opt to renew) to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.
- 12. **Alterations.** Lessee shall not make any other alterations to the Premises without the prior written consent of Lessor.
- 13. **Assignment and subletting.** Lessee may not sublease any portion of the premises, without Lessor's prior written approval, which may be withheld at Lessor's sole discretion.
- 14. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.
- 15. **Insurance.** The Lessee shall procure and maintain during the life of this Lease, general liability insurance on an occurrence basis with liability of not less than one million dollars (\$1,000,000) per occurrence or aggregate combined single limit, personal injury, and bodily injury, and not less than one hundred thousand dollars (\$100,000) property damage coverage. Lessor shall be an additional insured in such policies and Lessee shall furnish Lessor with a Certificate of Insurance with reference to same.

The Lessor shall maintain liability insurance for public liability, personal injury, bodily injury and property damage to which the Lessee and the Lessee's elected and appointed officers/officials, employees and agents are added as Blanket Additional Insureds in the sum of not less than \$1,000,000.00 for a single occurrence and \$100,000.00 minimum property damage insurance. The Lessor shall provide the Lessee with a certificate of insurance evidencing its possession of such insurance. Upon failure to do so, or lapse of such insurance, the Lessee may,

at its option, obtain such insurance and the costs will be deducted from the rent due under the terms of this Lease.

It is expressly understood and agreed that the insurances to which the parties to this Lease are added as Additional Insureds shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

- 16. **Lessee's liability.** All of Lessee's personal property, including trade fixtures located on the Premises, shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business that may occur for any reason whatsoever, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. Lessee is responsible for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment located in the Premises.
 - a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of the Lessee's activities on or its use of the leased premises or in Lessee's performance of its responsibilities under this Lease shall be the responsibility of the Lessee, and not the responsibility of the Lessor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Lessee, anyone directly or indirectly employed by or a contractor, volunteer or agent of the Lessee, provided that nothing herein shall be construed as a waiver of immunity that has been provided to the Lessee or its officers and employees by statute or com1 decisions.
 - All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of Lessor's performance of its responsibilities under this Lease shall be the responsibility of Lessor and not the responsibility of the Lessee if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of any Lessor elected or appointed officer, employee or agent, provided that nothing herein shall be construed as a waiver of any immunity by Lessor or its officers and employees as provided by statute or court decisions.
- 17. **Furniture, Fixtures or Appliances in Premises.** Any furniture, fixtures or appliances, and the like, belonging to and installed by Lessor in the Premises prior to or during the period of this Lease are to be and remain the property of Lessor, subject to the conditions of this Lease.
- 18. **Security.** The Lessee shall be responsible for the security of the Premises.
- 19. **Real Estate Taxes.** The Lessor stipulates that as a unit of local government, the Lessor has tax exempt status. The Lessor shall not pay any taxes to which its exempt status extends. The Lessor shall, however, be responsible for any taxes on the Premises or activities from which it is not exempt.

20. **Fire or Other Casualty.** The Lessor shall maintain adequate property insurance coverage on the Leased Premises. Lessee must give Lessor written notice of fire or other casualty at the Premises. In addition to the written notice, Lessee must immediately and with all diligence attempt to contact Lessor by all means available, including telephone, text message and email, to inform Lessor of the casualty.

In the event of a total destruction of the Leased Premises by fire or otherwise, this Lease shall terminate and the Lessee shall be liable for rent only up to the time of such destruction. If the Premises are partially damaged or destroyed by fire or other casualty, either party may terminate this Lease by giving written notice to the other party. The notice of termination must be given within 30 calendar days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. If notice is given be Lessor within this 30 calendar day period, Lessee must surrender the Premises to Lessor within 15 calendar days of the notice. After the surrender, each party is released from any further obligations under this Lease, with the following exception: all Annual Base Rent accruing through the surrender date must be paid in full. Lessee has no obligation to pay any Base Annual Rent accruing after the surrender date. If neither party exercises this option within the designated period, Lessor must diligently proceed to repair and restore the Premises to their condition before the casualty.

- 21. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date on which the Lessor received notice of such condemnation. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor. Notwithstanding the foregoing, if the whole or part of the Premises shall be condemned by eminent domain, the Lessee shall have the right, to the extent permitted by law, to interpose and prosecute a claim against the condemning authority for the value of the Lessee's alterations, fixtures and improvements taken by the condemning authority, together with the Lessee's costs of installation thereof.
- 22. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.
- 23. **Holding Over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 115 percent of the then existing rental rate.
- 24. **Nondiscrimination.** The parties, as required by law, 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 parties 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 Elliott-Larsen 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 355, 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 section shall be regarded as a material breach of this Agreement. In the event the parties are found not to be in compliance with this section, the non-breaching party may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

- 25. **Termination for Breach.** In the event either of the parties to this Lease remain in breach of any of the provisions contained herein fourteen (14) days after receipt of notice of such breach by the other party, the party providing such notice may terminate this Lease upon sixty (60) days notice to the other party. If the breach is cured during such sixty (60) days period, this Lease shall not terminate. If the breach is not cured during such sixty (60) day period, this Lease shall terminate upon the completion of such period, the Lessee shall vacate the Premises, and the Lessor shall reenter and repossess the same. In the event the breach is such as to constitute a serious hazard to the safety of the Premises and/or the Lessee's employees or members of the public receiving services therein, this Lease may be terminated upon seven (7) days notice to the breaching party unless the breaching party cures the hazard within such seven (7) day period. Any termination of this Lease as set forth in this section shall relieve the Lessee of responsibility to pay any monthly rentals beyond the effective date of termination. This section is not applicable to nonpayment of rent by the Lessee, and the Lessor retains all of its legal rights in regard thereto.
- 26. **Applicable Law and Venue.** This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. The Lessor and Lessee agree that the venue for the bringing of any legal or equitable action under this Lease shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Lease in federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

- 27. **Entire agreement.** This Lease contains the entire agreement of the parties regarding its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease.
- 28. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.
- 29. **Binding effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.
- 30. **Effective date.** This Lease shall be effective as of the date first stated above.
- 31. **Authority to Execute.** The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Lease on behalf of the party to the Lease.
- 32. **Complete Lease.** This Lease contains 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.

LESSOR	LESSEE
Wexford County Board of Commissioners	Mason-Lake Conservation District
By: Gary Taylor	By: Danielle McGarry
Its: Chairman	Its: Executive Director
Dated:	Dated:



FUND:

REVENUE

□ PIC

WEXFORD COUNTY BUDGET AMENDMENT

□ Debt Service

□ DPW / Landfill

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

Special Revenue

Account Number	Account Description	Increase	Decrease
101-294. several	Probate Court	\$	\$ 60,786
,		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$	\$
(PENDITURE	SEE Attache	ed	
Account Number	Account Description	Decrease	Increase
292.000 Several	Child Care	\$	\$ 60,786
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$	\$
epartment Head Signature		1-30-20 Date	24
nance Committee Approval Date (if	necessary)		

Revised 4/2012 27

change to chart of accounts Budget Amendments 24

A diatm. a m t #	500 1949	And Description	Davisaria	Funance
Adjustment # 2024-01-01	Acct	Acct Description	Revenue	Expense
2024-01-01	101-294-702.02	Supervisory Staff		(11,714.00)
	101-294-702.02	Permanent Employees		(30,691.00)
	292-000-702.03	Permanent Employees		42,405.00
	292-000-702.03	Permanent Employees		42,403.00
Adj#	Acct	Acct Description	Revenue	Expense
2024-01-02				
	101-294-719.00	Social Security		(3,489.00)
	292-000-719.00	Social Security		3,489.00
Adj#	Acct	Acct Description	Revenue	Expense
2024-01-03				
	101-294-703.02	Sick Pay		(550.00)
	292-000-703.02			550.00
Adj#	Acct	Acct Description	Revenue	Expense
2024-01-04		· · · · · · · · · · · · · · · · · · ·		-
	101-294-720.00	Retirement		(5,761.00)
	292-000-720.00	Retirement		5,761.00
A-1: H	A set	And Description	Davissia	France
Adj # 2024-01-05	Acct	Acct Description	Revenue	Expense
2024-01-05	101-294-721.00	Health Insurance		(7,034.00)
	292-000-721.00	Health Insurance		7,034.00
	292-000-721.00	riealti ilisti alice		7,034.00
Adj#	Acct	Acct Description	Revenue	Expense
2024-01-06				
	101-294-721-04	Life Insurance		(16.00)
	101-294-721-04 292-000-721.04	Life Insurance Life Insurance		(16.00) 16.00
Adj#			Revenue	
Adj # 2024-01-06	292-000-721.04	Life Insurance	Revenue	16.00
DE CONTRACTOR DE LA CON	292-000-721.04	Life Insurance	Revenue	16.00 Expense
AND DESCRIPTION OF THE PERSON NAMED IN	292-000-721.04 Acct	Life Insurance Acct Description	Revenue	200000000000000000000000000000000000000
2024-01-06	292-000-721.04 Acct 101-294-721.05	Acct Description Sick and Accident Insurance Sick and Accident Insurance	Revenue	16.00 Expense (531.00) 531.00
DE CONTRACTOR DE LA CON	292-000-721.04 Acct 101-294-721.05 292-000-721.05	Acct Description Sick and Accident Insurance		16.00 Expense (531.00)
2024-01-06 Adj#	292-000-721.04 Acct 101-294-721.05 292-000-721.05	Acct Description Sick and Accident Insurance Sick and Accident Insurance Acct Description		16.00 Expense (531.00) 531.00 Expense
2024-01-06 Adj#	292-000-721.04 Acct 101-294-721.05 292-000-721.05 Acct	Acct Description Sick and Accident Insurance Sick and Accident Insurance		16.00 Expense (531.00) 531.00 Expense
2024-01-06 Adj # 2024-01-07	292-000-721.04 Acct 101-294-721.05 292-000-721.05 Acct 101-294-722.00 292-000-722.00	Acct Description Sick and Accident Insurance Sick and Accident Insurance Acct Description Workers Compensation Workers Compensation	Revenue	16.00 Expense (531.00) 531.00 Expense (500.00) 500.00
2024-01-06 Adj # 2024-01-07	292-000-721.04 Acct 101-294-721.05 292-000-721.05 Acct 101-294-722.00	Acct Description Sick and Accident Insurance Sick and Accident Insurance Acct Description Workers Compensation		16.00 Expense (531.00) 531.00 Expense
2024-01-06 Adj#	292-000-721.04 Acct 101-294-721.05 292-000-721.05 Acct 101-294-722.00 292-000-722.00	Acct Description Sick and Accident Insurance Sick and Accident Insurance Acct Description Workers Compensation Workers Compensation	Revenue	16.00 Expense (531.00) 531.00 Expense (500.00) 500.00

Total \$60,786.00

Opioid Settlement Project Summary Wexford County

FY23 Opioid Prevention Media Campaign

- Billboards
- Radio PSA messages
- Geofencing Campaigns





BILLBOARDS

Billboards focused on "things to know" when being prescribed opioid medications and information on appropriate monitoring, storage, and disposal of opioids/medications.





Billboards ran from 8/21/23 - 11/12/23

Total Impressions/Views:

8/21/23 - 9/17/23: Total Impressions/Views

Panel #18100: 106,736 (4 weeks x 26,684/week) Panel #18120:224,416 (4 weeks x 56,104/week)

9/18/23 - 10/15/23 - Total Impressions/Views

Panel #18100: 106,736 (4 weeks x 26,684/week) Panel #19016: 197,104 (4 weeks x 49,276/week) Panel #19029: 96,420 (4 weeks x 24,105/week)

10/16/23 - 11/12/23: Total Impressions/Views

Panel #19020:162,964 (4 weeks x 40,741/week) Panel #19035: 153,460 (4 weeks x 38,365/week)

Locations:

- M-115 near Beacon & Bridge Gas Station
- Mitchell Street near Wesco Gas Station
- Mitchell Street near Coz's Lounge
- M-55 near Chico's Taco House
- M-115 near railroad tracks and 13th Street
- Corner of Mitchell Street and Mackinaw Trail (near Highpoint Auto Center - now Betten Baker)

Total Cost: \$3,000 was spent on billboards





IMAGES OF BILLBOARDS IN THE COMMUNITY

KADIO PSA MESSAGES

Radio PSA Messages focused on "things to know" when being prescribed opioid medications and information on appropriate monitoring, storage, and disposal of opioids/medications.

Radio PSA Messages ran from 8/2/23 - 10/31/23

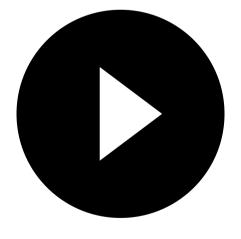
Estimated Reach: 40,000

Total Number of Spots: 2,068 spots (times ad ran)

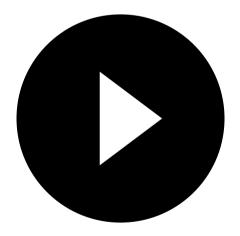
Ran:

- Monday Friday 6 times per day (total of 30 times per week)
- Saturday Sunday 5 times per day (total 10 times per weekend)

Total Cost: \$4,750 was spent on Radio PSA Messages



Monitor, Secure, Dispose



<u>Opioids</u>

DISTRICT HEALTH DEPARTMENT #10 OPIOID SETTLEMENT PROJECT

Radio PSA Message Text:

Opioids:

Opioids: even when prescribed by a doctor there are still risks, including addiction and overdose. If you or your child are prescribed an opioid, it's important to have a conversation with your healthcare provider and ask questions. Ask if there's a non-opioid option that will help with pain relief. If opioids are prescribed, ask for the lowest possible dose, in the smallest quantity, over the shortest period of time. Be sure to tell your healthcare provider about any history you may have with a substance use disorder and be sure they have a complete list of your medications, both prescription and non-prescription. Anyone taking opioid medications should also have Naloxone. Do your part. Ask Questions. Keep your family safe.

A message from District Health Department #10.

Monitor. Secure. Dispose:

Monitor-Secure-Dispose - Three easy steps to help prevent the misuse of prescription medications.

Monitor: track the number of pills in each bottle or pack and monitor how often you're getting refills. If you find you need to refill your medications more often than expected, this could indicate a problem.

Secure: secure medications in a safe place, such as a safe, locked cabinet, or private bathroom that others cannot access. Do not store medications in the bathroom medicine cabinet as this provides easy access to someone seeking medications for non-medical purposes.

Dispose: safely and properly dispose of any unused or expired medications in your home at one of the local disposal sites in your area. Do not flush medications down the toilet or dump down the drain.

Monitor-Secure-Dispose - do your part to help keep our community safe.

A message from District Health Department #10

GEOFENCING

Geofencing Messages focused on "things to know" when being prescribed opioid medications and information on appropriate monitoring, storage, and disposal of opioids/medications.

What is Geofencing and How Does it Work?

- Geofencing allows businesses and organizations to deliver relevant messages based on defined locations to users viewing apps and websites on mobile devices and tablets that have location services enabled
- When someone enters a pre-defined physical boundary (the "geofence"), it triggers the system to deliver the message
- Geofencing takes advantage of both time and location
- Helps businesses and organizations engage with their audience when they are in a desigated area and it serves up content that is relevant to the user at that moment

Geofencing Campaign ran from 8/7/23 - 10/31/23

Monitor Secure Dispose Geofence Campaign:

• Total Impressions: 169,567

• Clicks to our website: 155 (substance use prevention page)

Opioids Geofence Campaign:

Total impressions: 169,555

• Clicks to our website: 157 (substance use prevention page)

73 sites were geofenced:

• dentists, health clinics/doctor offices, schools, senior centers, pharmacies, YMCA, hospital, health department, community mental health, and courthouse.

Total Cost: \$4,746 was spent on Geofencing Messages

DISTRICT HEALTH DEPARTMENT #10 OPIOID SETTLEMENT PROJECT









MONITOR SECURE DISPOSE:

HTTPS://MGB.BRANDCDN.COM/CRTV/GET_ADSET/
VFZSSK5FMTZUVEJPYWTVOQ==/DISTRICTHEALTH-DEPARTMENT-10MONITOR-SECUREDISPOSE12.16.2022.17.50.25V3









OPIOIDS:

HTTPS://MGB.BRANDCDN.COM/CRTV/GET_ADSET/
VFZSSK5FMTZUVFZOYW1JOQ==/DISTRICTHEALTH-DEPARTMENT-100PIOID-SUMMER202307.07.2023.18.49.41V1