



Wexford County

EXECUTIVE COMMITTEE

Gary Taylor, Chair

NOTICE OF MEETING

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, April 14, 2026, beginning at 4:00 p.m. in the Commissioners’ Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE MARCH 10, 2026, REGUALR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Discussion on Current Litigation Matters
 - 2. Infrastructure Alternatives Monthly Report *(Tom Lutke, Infrastructure Alternatives Inc.)* 3
 - 3. Cedar Creek IAI Contract 4
 - 4. Resolution 26-13 Amyotrophic Lateral Sclerosis Awareness Month 21
 - 5. Sheriff’s Request to Send Cadets to the August 2026 Police Academy 23
- H. CORRESPONDENCE
- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
EXECUTIVE COMMITTEE MEETING
REGULAR MEETING MINUTES

March 10, 2026

Gary Taylor, Chair

The regular meeting was called to order by Chairman Taylor at 4:00 p.m., in the Commissioner's room, Third Floor, Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Gary Taylor, Michael Bush, Brian Potter, Julie Theobald
Members Absent: None.
Also Present: Jami Bigger, Deputy Administrator/Human Resources Director; Stefanie Burton, Building Department Assistant; Tom Lutke, Infrastructure Alternatives Inc.; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Megan Swanberg, Executive Assistant

ADDITIONS OR DELETIONS TO THE AGENDA

Add: G.4 Fair Board Grant Support Letter Discussion

APPROVAL OF THE AGENDA

A motion was made by Comm. Theobald and supported by Comm. Potter to approve the agenda, as amended. A vote was called. All in favor.

APPROVAL OF THE MINUTES

A motion was made by Comm. Theobald and supported by Comm. Bush to approve the February 10, 2026, Regular Meeting Minutes. A vote was called. All in favor.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Discussion on Current Litigation Matters

Deputy County Administrator, Jami Bigger, informed the committee of the following:

- Mediation coming up on the lawsuit involving the Lake Mitchell Sewer Authority.
- We have received a Supoena on the Weatherall case.

G.2. Infrastructure Alternatives Monthly Report

Mr. Tom Lutke, IAI, informed the committee that it has been a quiet month with no customer concerns. The "run water" request is still effective until the end of March to prevent frozen pipes.

G.3. Plumbing Inspector Contract

A motion was made by Comm. Bush and supported by Comm. Theobald to forward a recommendation to the full board to approve the Plumbing Inspector Contract between Wexford County and Ronald Pratt to provide plumbing services for the Wexford County Building Department on an as needed independent contractor basis beginning March 18, 2026, at a rate of \$70.00 per inspection. A vote was called. All in favor.

G.4. Fair Board Grant Support Letter Discussion

Comm. Taylor and Ms. Bigger met with Mr. Harden the fair board president. The Fair Board is looking for a letter of support for a grant. They are seeking in the amount of \$100,000. The grant would be for a sound system and a new metal building that would be 14' tall by 80' long. The building will be to store boats, add showers and bathrooms, a first aid room and tool room. It would also have 10 stalls outside for vendors. Callaham and SRM will donate all the concrete.

Discussion took place on the need for a new building and the ability to have additional storage. It was noted that they would need to provide a grant match in the amount of \$50,000 and the County has typically paid half of the grant match in the past, so they are also asking for \$25,000 if approved for the grant.

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the Fair Board Support Letter. A vote was called. All in favor.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Ms. Bigger, Deputy Administrator stated the following:

- Mr. Porterfield and herself met with Abilita to discuss the implementation process of the phone system. A department head meeting will take place with Abilita make sure we are meeting the departments needs for the phone system.
- The new JustFOIA will go live 30th, 2026.
- The website will need to be an ADA compliant by April 2027, so Administration has begun investigating that process.

PUBLIC COMMENT

Ms. Nyman met with Ms. Bigger and Mr. Porterfield to discuss holding the early voting outside the Equalization Office due to the Civic Center being under construction.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Theobald and supported by Comm. Bush to adjourn the meeting at 4:10 p.m. A vote was called, all in favor.

Gary Taylor, Chair

Megan Swanberg, Recording Secretary



**INFRASTRUCTURE
ALTERNATIVES, INC.**

Monthly Operations & Maintenance Report

April 14, 2026

Report for Month: March 2026
Location: Wexford County (Cedar Creek Township)
Facilities: Cedar Creek Water Plant & Distribution System
Operator in Charge: Tom Lutke, Water Operator

Emergency Callouts/Customer Concerns

- ❑ 3/15-3/18 – Power outage at wellhouse. Generator operated as it should and fuel level was monitored twice daily during the outage.
- ❑ 3/19 – Callout to wellhouse for a power fault. Power was only out for 20 minutes. Power was restored by the time we arrived at the site.

Significant Events:

- ❑ 3/30 – Found a possible service line leak at a customer’s home during meter reads. Usage has increased but the customers have found no leaks in their home. The leak has not surfaced on their service line, but we will continue to monitor and get the repair done once it does.
- ❑ The Run Water Advisory will be lifted on April 1 due to water system temperatures increasing.

Preventive Maintenance:

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

Facilities Data for the Month

Production at Well House	376,050 gallons
Metered Usage	386,213 gallons
Metered Flushing	161,965 gallons
Difference *(% Gain)	10,163 gallons (2.70%)





Operation and Maintenance Agreement for Water Production and Distribution Facilities

The Operation and Maintenance Agreement (the “Agreement”), dated as of **January 13, 2026** (the “Execution Date”) between **Wexford County**, whose address is **437 E Division St., Cadillac, MI 49601**, (the “Client”), and **Infrastructure Alternatives, Inc.**, a Michigan corporation, whose address is **7888 Childsdale Avenue NE, Rockford, MI 49341**, and its successors and assigns (“Infrastructure Alternatives”).

RECITALS:

WHEREAS, the Client is the owner of the water production and distribution facilities described on / referred to within **Exhibit A** to this Agreement (the “Facilities”); and

WHEREAS, the Client desires to engage Infrastructure Alternatives to operate and maintain the Facilities on behalf of the Client, and Infrastructure Alternatives desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, the Client is authorized by law to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Operation and Maintenance. Commencing on **January 1, 2026**, or such other date as mutually agreed to in writing by both Infrastructure Alternatives and Client (the “Effective Date”), Infrastructure Alternatives will provide operations and maintenance services as specified below (the “Services”) for Client’s Facilities within the design capabilities of the Facilities as described in / referred to within **Exhibit A** to this Agreement (the “Design Capabilities”) The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof and, in the event of any ambiguity or conflict between this Agreement and Exhibit A, the terms of this Exhibit A shall prevail. For the purposes of this Agreement, the Services shall include activities necessary to satisfy the requirements of the Clean Water Act and all regulations currently applicable to the Facilities. The Services will be classified as either “Standard Services”, “Non-Routine Services” or “Additional Engineering and Technical Services” as defined below.

1.02 Expenses for Standard Services. Except for those expenses for which Infrastructure Alternatives is responsible in Exhibit A, Infrastructure Alternatives will pass on to the Client, the certain reasonable and necessary out-of-pocket expenses (not labor) associated with Standard Services required or recommended by the Facilities Operation and Maintenance Manual, the equipment of Facilities’ manufacturer, or Infrastructure Alternatives, to operate the Facilities and to maximize the service life of the equipment, vehicles, and Facilities. Such expenses include but are not limited to the expense of fuels, vehicles, tools and expendable supplies (not including chemicals) in connection with the Services. Such out-of-pocket expenses will be invoiced at cost plus 15% for administration only after approval of the County Board of Commissioners.

1.03 Laboratory Services. Infrastructure Alternatives will coordinate activities with a contract laboratory, for the performance of all required water and wastewater sampling and analysis not performed within the Client’s Facility laboratory.

1.04 Non-Routine Services. Additional operation and maintenance services, including the cost of labor, parts,

expendable supplies, and out-of-pocket expenses that are (1) not considered routine under this Agreement or (2) not required by the applicable regulatory agencies or (3) are required as a result of flood, fire, Act of God or other force majeure, civil disturbance, or other event or circumstance beyond Infrastructure Alternatives' control (collectively, "Non-Routine Services"), are not included in the Standard Services as described above and compensated under

section 3.01. Infrastructure Alternatives will assist Client in obtaining or providing, or Infrastructure Alternatives will obtain or provide if directed by Client, the Non-Routine Services so required, and Infrastructure Alternatives will be paid for such Non-Routine Services in accordance with Section 3.04 of this Agreement.

1.05 Staffing. Infrastructure Alternatives will provide employees of Infrastructure Alternatives, one of which shall be a properly certified operator, to provide the Services for the Facilities. Back-up Services may be provided by a part-time operator or with Infrastructure Alternatives corporate personnel and electronic automated systems. In addition, Infrastructure Alternatives will be on call 24 hours per day, 7 days per week for emergency situations. Infrastructure Alternatives shall provide employees of Infrastructure Alternatives to provide all Services required by this Agreement, or may arrange with a subcontractor selected by Infrastructure Alternatives to provide a portion of the Services. In relation to Client, Infrastructure Alternatives shall be deemed an independent contractor for the purpose of applicable wage, fringe benefit, and worker compensation laws.

1.06 Liaisons. Infrastructure Alternatives shall communicate with Client's liaison, designated pursuant to Section 2.01 (g) of this Agreement, regarding decisions and other matters related to the Services for the Facilities. Such individual shall have full authority to speak on behalf of and bind Client on operational matters as to which such individual is consulted, such that Infrastructure Alternatives may rely and act upon representations made by such individual, acting on behalf of Client. The Client liaison shall have no authority to amend the contract terms or price without approval by Client's Board of Commissioners at an open meeting and such action must be in writing. In addition, Infrastructure Alternatives shall advise Client and serve as Client's liaison to regulatory agencies in matters related to the Services for the Facilities.

1.07 Regulatory Compliance. Subject to Section 1.18 and conditions beyond Infrastructure Alternatives' control and subject to limitations in the Design Capabilities, Infrastructure Alternatives shall operate the Facilities in compliance with current local, state and federal regulatory requirements. To the extent conditions beyond Infrastructure Alternatives' control or Design Capabilities interfere with or prevent compliance with applicable laws and/or regulations, Infrastructure Alternatives will advise Client of such limitations.

1.08 Performance of Duties and Obligations. Infrastructure Alternatives shall perform all of its Services in accordance with the terms and conditions of this Agreement; in accordance with applicable laws, statutes, building codes, rules and regulations of any public or quasi public authority or agency; and in conformity with the standards of professional skill and care exercised by consultants performing similar services. Infrastructure Alternatives makes no other warranty, express or implied, with respect to any Services performed hereunder. Infrastructure Alternatives shall not be liable for any claim, damage, cost, or expense (including attorney fees) caused by the malfunction or failure of the Facilities or any component thereof or other liability or loss not caused solely by its negligence or willful misconduct. In any event, neither party shall be liable to the other party for any indirect, incidental or consequential damages incurred by such other party, including, but not limited to, loss of profits or revenue and loss of Facilities, whether such loss arises out of any error or agreement, or is based upon contract, tort, or any other cause of action; provided, however, fines or penalties incurred by Client resulting from Infrastructure Alternatives' breach of any provision of this Agreement shall not be deemed damages barred by the preceding exclusion of certain damages.

1.09 Insurance Coverage. Throughout the term of this Agreement, Infrastructure Alternatives shall keep, in force, at its sole cost and expense, the following insurance coverages with insurance companies licensed to do business in Michigan:

1.09.1 Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual, fire and explosion legal liability, explosion/collapse/underground hazard coverage, and products/completed operations coverage with a minimum combined single limit of three million dollars. Such policy shall be an occurrence policy and not a claims-made policy. Client and its affiliated companies and entities shall be named as an additional insured on an endorsement

acceptable to Client. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage.

1.09.2 Worker's Compensation coverage for their employees or contractors with statutory limits.

1.09.3 Automobile Liability including contractual liability for all owned, hired and non-owned vehicles with a minimum single coverage limit of one million dollars[.

1.09.4 Employers' Liability coverage.

1.09.5 Evidence of all insurance policies required under this Section 1.09 shall be promptly sent to Client. All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

1.10 Reports and Records. Infrastructure Alternatives will prepare and co-sign all reports required by local, state and federal regulatory agencies, and will maintain other records deemed useful by Infrastructure Alternatives and Client to document the Services and to monitor and control the operation of the Facilities.

1.11 Property Rights. All facility records, data, and information, including but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain property of Client. All operating procedure guidelines, preventive maintenance and safety programs, and system evaluation reports shall, upon termination of this Agreement, remain the property of Client. Client shall make available to Infrastructure Alternatives copies of any such records or information at Infrastructure Alternatives' request both during and following the term of this Agreement.

1.12 Indemnification – Performance of Services. Infrastructure Alternatives shall defend, indemnify and hold Client and its affiliates, and their respective officers, directors, shareholders, partners, employees and agents (collectively the "Client Indemnified Parties") harmless from any and all third-party liabilities, obligations, damages, penalties, fines, claims, costs, charges and expenses (including reasonable fees and expenses of attorneys and expert witnesses) which may be imposed upon, incurred by or asserted against the Client Indemnified Parties arising from any negligence or intentional wrongdoing, by Infrastructure Alternatives, its employees, agents, contractors or subcontractors.

Client shall defend, indemnify and hold Infrastructure Alternatives and its affiliates, and their respective officers, directors, shareholders, partners, employees and agents (collectively the "Infrastructure Alternatives Indemnified Parties") harmless from any and all third-party liabilities, obligations, damages, penalties, fines, claims, costs, charges and expenses (including reasonable fees and expenses of attorneys and expert witnesses) which may be imposed upon, incurred by or asserted against the Infrastructure Alternatives Indemnified Parties arising from any negligence or intentional wrongdoing, by Client, its employees, agents, contractors or subcontractors.

This provision shall survive the termination of this Agreement.

1.13 Engineering and Technical Services. As part of the Standard Services compensated under Section 3.01, Infrastructure Alternatives shall provide such engineering and technical services required to identify, evaluate, and prepare preliminary recommendations necessary to ensure the proper operation and maintenance of the Facilities.

1.14 Additional Engineering and Technical Services. Infrastructure Alternatives shall provide engineering and technical services which are in addition to the Standard Services described in Section 1.13 ("Additional Engineering and Technical Services"), as and when requested by Client. Infrastructure Alternatives shall be compensated for such Additional Engineering and Technical Services in the manner provided by Section 3.05 of this Agreement. A detailed scope of work and cost estimate for such Additional Engineering and Technical Services will be provided to Client by Infrastructure Alternatives, and written authorization to proceed shall be required by Infrastructure Alternatives before such services are initiated.

1.15 Infrastructure Alternatives Equipment. Any temporary or portable equipment which is provided by Infrastructure Alternatives during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Infrastructure Alternatives upon termination of this Agreement. Infrastructure Alternatives

shall not make any capital improvements to the Facilities or any component thereof without written approval of Client.

1.16 Owner and Operator. Client and Infrastructure Alternatives understand and agree that neither this Agreement nor the performance of Infrastructure Alternatives hereunder shall render Infrastructure Alternatives an “owner” or “operator” of the Facilities as those terms are used in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, the Comprehensive Environmental Response Compensations and Liability Act, 42 U.S.C. 6901, et seq., or similar federal, state, or local environmental legislation, and Infrastructure Alternatives’ liability shall remain limited as defined in this Agreement.

1.17 PFAS Contamination. Infrastructure Alternatives shall not be responsible for operating the Facilities to test for the presence of PFAS compounds or treat or remove PFAS compounds that may be in the water or wastewater, unless the Facilities and Design Capabilities specifically include the equipment and processes to effectively treat or remove PFAS compounds, and Infrastructure Alternatives further provides in writing its agreement to operate such equipment and Facilities to treat or remove PFAS compounds.

1.18 Cyber Security. The Facilities are equipped with electronic controls and other electronics that may be subject to cyber-attacks. Infrastructure Alternatives has not investigated the effectiveness of programming and methods of preventing such attacks and assumes no responsibility for taking steps to prevent or guard against such attacks, such responsibility remaining solely with Client. Further, Infrastructure Alternatives shall not be responsible for any costs, expenses or damages of any kind, including down time of the Facilities or non-compliance with laws and regulations as a result of a breach in the security of the electronics at the Facilities.

ARTICLE 2 – RESPONSIBILITIES OF CLIENT

2.01 Client Responsibilities. As part of this Agreement, Client agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by Infrastructure Alternatives, including, without limitation, the following:

- (a) Client shall promptly procure and continually maintain, in full force, and accordance with their respective terms, all easements, permits, licenses, and other similar approvals and consents necessary to operate and maintain the Facilities as owner of all Facilities and component parts thereof;
- (b) Client shall be responsible for expenditures for all capital improvement, provided that Infrastructure Alternatives will provide justification and review of such expenditures;
- (c) Client shall, at all times, provide access to the Facilities for Infrastructure Alternatives, its agents, employees and subcontractors;
- (d) Client shall provide adequate security for the Facilities to prevent break-ins, vandalism or damage by third parties to the Facilities and/or equipment needed to operate and maintain the Facilities;
- (e) Client shall provide Infrastructure Alternatives the use of all existing equipment owned by Client necessary for Infrastructure Alternatives to properly render its Services;
- (f) Client shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, or misuse of property other than attributable to or resulting solely from the negligent acts, errors, or omissions of Infrastructure Alternatives or its breach of this Agreement;
- (g) Client shall be responsible for all fines and penalties imposed together with related costs and expenses, to the extent not attributable to Infrastructure Alternatives according to Sections 1.07 and 1.08 of this Agreement;
- (h) Client shall designate an individual to act as liaison to Infrastructure Alternatives in connection with the performance of Services by Infrastructure Alternatives under this Agreement and such individual shall have full authority to speak on behalf of and bind Client only on operational matters as to which such individual is consulted,

such that Infrastructure Alternatives may rely and act upon operational representations made by such individual, acting on behalf of Client;

- (i) Client shall make repairs to the Facilities not considered to be routine maintenance;
- (j) Client shall disclose to Infrastructure Alternatives in a timely manner all known defects in the Facilities and all information known to Client necessary or useful to Infrastructure Alternatives in the performance of the Services;

2.02 Infrastructure Alternatives Employees. Client understands and agrees that as part of this Agreement, Infrastructure Alternatives places at Client’s facilities Infrastructure Alternatives employees whom it has trained at significant expense, and that for Infrastructure Alternatives to replace such employees would be at significant expense to Infrastructure Alternatives. Client understands and agrees that it will not - while this Agreement is in place and for a period of six months after the termination of this Agreement, - solicit for hire and/or hire any such Infrastructure Alternatives employee as an employee, independent contractor or consultant of Client. Client further agrees that in the event Client breaches this provision, that considering the difficulty to identify the damages to Infrastructure Alternatives, the Client agrees, as liquidated damages, to immediately pay Infrastructure Alternatives the cost of six months wages and benefits for any such employee and to pay Infrastructure Alternatives its reasonable attorney fees and costs in enforcing this provision.

ARTICLE 3 – COMPENSATION

3.01 Standard Services. As compensation for the Standard Services, Client shall pay Infrastructure Alternatives on a monthly basis during the term of the Agreement, commencing with the Effective Date, the sum of \$5416.67 per month, (the “Base Rate”) subject to adjustment pursuant to Sections 3.02 and 3.03.

3.02 Taxes. If any taxes apply to the Services, such taxes are deemed to be included in the fees and Infrastructure Alternatives will have no right to charge an additional amount for taxes. Further, Infrastructure Alternatives will pay all taxes to the proper governing agencies that apply to the Services and if Infrastructure Alternatives fails to pay any such tax, Infrastructure Alternatives will be responsible for the tax and all penalties and interest charges levied against Client because of the failure to pay the tax.

3.03 Annual Adjustment Rate. The monthly compensation for Standard Services provided in Section 3.01 of this Agreement shall be reviewed annually on or before the anniversary of the Effective Date and may be adjusted upward by Infrastructure Alternatives by the percentage amount of any increase based on the Consumer Price Index of the previous calendar year, as published by the U.S. Department of Labor, or 3%, whichever is greater.

3.04 Non-Routine Services. Infrastructure Alternatives will be compensated for Non-Routine Services in accordance with statements of work and budgets approved by Client prior to commencement of the work. Out-of-pocket expenses associated with such Non-Routine Services will be invoiced at cost plus 15% for administration only after approval of the Wexford County Board of Commissioners.

3.05 Additional Engineering and Technical Services. Infrastructure Alternatives will be compensated for Additional Engineering and Technical Services in accordance with statements of work and budgets approved by Client prior to commencement of the work. Out-of-pocket expenses associated with such Additional Engineering and Technical Services will be invoiced at cost plus 15% for administration only after approval of the Wexford County Board of Commissioners.

3.06 Payment. Each invoice shall be due and payable upon receipt or within 30 days of the presentation of the invoice. Invoices over **30 days past due will be charged monthly interest at the rate of 18%** per annum on the unpaid balance or the highest lawful rate, whichever is less. Clients hereby waive any defense of usury with regard to said rate of interest. Infrastructure Alternatives may, after 7 days’written notice to Client, suspend performance of

services until all past due amounts are paid. Client expressly agrees that Client shall pay any costs, including actual attorney's fees, incurred by Infrastructure Alternatives in the collection of overdue invoices.

ARTICLE 4 – TERM OF AGREEMENT

4.01 Term. This Agreement shall remain in full force and effect for **five (5)** years from the Effective Date unless sooner terminated as provided herein (the “Agreement Term”).

4.02 Extensions. The Agreement Term may be extended for additional consecutive terms if mutually agreed upon in writing by Client and Infrastructure Alternatives. In the event this Agreement is not terminated before the end of the Agreement Term, and the parties have not expended the Agreement Term in writing as provided in this Section 4.02, this Agreement shall continue for successive one (1) year terms until terminated by either party as provided in Article 5.

ARTICLE 5 – TERMINATION

5.01 Termination by Client. This Agreement may be terminated upon thirty (30) days’ written notice given by Client to Infrastructure Alternatives for default of this Agreement by Infrastructure Alternatives; provided, however, this Agreement shall not be terminated if Infrastructure Alternatives cures the default within such thirty (30) day period. Infrastructure Alternatives may challenge Client’s assertion of default and the parties shall try to resolve the dispute before resorting to dispute resolution under Section 6.06 of this Agreement.

5.02 Termination by Infrastructure Alternatives. This Agreement may be terminated upon thirty (30) days’ written notice given by Infrastructure Alternatives to Client for default of this Agreement by Client; provided, however, this Agreement shall not be terminated if Client cures the default within such thirty (30) day period. Client may challenge Infrastructure Alternatives’ assertion of default and the parties shall try to resolve the dispute before resorting to dispute resolution under Section 6.06 of this Agreement. In addition, Infrastructure Alternatives may terminate this Agreement with 30 days written notice to Client if Infrastructure Alternatives notifies Client that certain improvements or upgrades to the Facilities are necessary for the Facilities to operate in compliance with all applicable federal, state, and local laws, regulations permits and/or orders, or are necessary for the safety of Infrastructure Alternatives’ employees or others within the Facilities, and Client fails or refuses within a reasonable time to make or authorize such improvements or upgrades.

5.03 Termination Without Cause. This Agreement may be terminated at any time by either Client or Infrastructure Alternatives for any reason by giving ninety (90) days’ written notice to the other party.

ARTICLE 6 – MISCELLANEOUS.

6.01 Assignment. This Agreement may not be assigned by either party hereto; provided that Infrastructure Alternatives may assign this Agreement: a) to a parent, subsidiary, related or affiliated corporations so long as such corporation assumes Infrastructure Alternatives’ obligations hereunder; or b) in connection with a merger or consolidation involving Infrastructure Alternatives; or c) a sale of substantially all its assets to the surviving corporation or purchaser as the case may be, so long as such assignee assumes Infrastructure Alternatives’ obligations hereunder. Notwithstanding the foregoing, Infrastructure Alternatives shall be allowed to subcontract portions of the Services in its discretion, it being understood that Infrastructure Alternatives remains responsible for the subcontracted work.

6.02 Entire Agreement. This Agreement together with the attached **Exhibit A** constitutes the entire agreement between the parties with respect to the Services. If there is any inconsistency or conflict between the terms of any prior Proposal and the terms of this Agreement, the terms of this Agreement shall control and the inconsistent or conflicting terms of such Proposal shall be of no effect. This Agreement can only be amended in a writing signed by both parties’ authorized officers or agents.

6.03 Notices. Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to Infrastructure Alternatives, Attention: Sierra Brown, Vice President | Division Director – Contract Operations, or to Client at Client’s address set forth in the opening paragraph of this Agreement. Alternatively, notice may be given by email as follows:

For Infrastructure Alternatives: Sbrown@iaiwater.com

For Client: gtaylor@wexfordcounty.org

6.04 Waiver. No term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Waiver of one breach of this Agreement shall not constitute a waiver of any prior or subsequent breach.

6.05 Captions. The captions or headings of the various Articles or Sections of this Agreement are for convenience only and they shall be ignored in interpreting this Agreement.

6.06 Governing Law; Enforcement. This Agreement shall be deemed to have been made in Wexford County, Michigan, and shall be governed by, and construed in accordance with, the laws of the State of Michigan, excluding its conflict of law provisions. Any claim arising out of or in any way related to this Agreement shall be resolved through binding arbitration by a single arbitrator selected by the parties. If the parties are unable to agree on an arbitrator, they may request the Alternative Dispute Resolution clerk of the federal district court for the Western District of Michigan to provide the parties with the names of five (5) potential arbitrators with expertise in commercial arbitration, and each party shall alternate striking one name from the list until one (1) name is left to serve as arbitrator. The arbitrator shall, in consultation with the parties, schedule such hearings and evidentiary proceedings as appropriate and shall rule on such matters as are brought before him/her. The arbitrator may, but is not required, to follow the AAA rules for Commercial Arbitrations and shall have authority to grant full and complete relief requested in the claim and counterclaim, if any, including injunctive relief and award of costs and attorney’s fees. The award of the arbitrator shall be final and binding on the parties, and the prevailing party may submit the award to a court of competent jurisdiction for entry of a judgement on the award. The party prevailing in any arbitration against the other party shall receive from such other party all costs and reasonable, actual attorney fees incurred in such arbitration.

6.07 Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement. Client warrants, represents, and certifies that it has appropriate funds available for payments to Infrastructure Alternatives required by this Agreement. If Client is unable to provide appropriate funds, Infrastructure Alternatives shall have the option of terminating the Agreement in accordance with Section 5.02.

6.08 Modifications. This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

6.09 Survival. All obligations arising prior to the termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the termination of this Agreement.

6.10 Confidentiality. In order that Infrastructure Alternatives may effectively fulfill its covenants and obligations under this Agreement, it may be necessary or desirable for Client to disclose or cause disclosure of confidential and proprietary information to Infrastructure Alternatives pertaining to Client’s past, present and future activities or including its trade secrets. Since it is sometimes difficult to separate confidential and proprietary information from that which is not, Infrastructure Alternatives shall instruct its employees, contractors and subcontractors regarding all information gained by each such person, as a result of Services rendered to Client, which information is confidential and proprietary to Client and not to be disclosed to any organization or individual without the prior written consent of Client.

6.11 Counterparts. This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

6.12 Nondiscrimination. Infrastructure Alternatives, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized officers or agents as of the Execution Date written above.

WEXFORD COUNTY
(“Client”)

INFRASTRUCTURE ALTERNATIVES, INC.
(“Infrastructure Alternatives”)

Authorized Signature

Authorized Signature

Printed Name and Title

Bob Polanic – Area Manager

Printed Name and Title

Date Signed

Date Signed

Approved By

Date Signed

Exhibit 'A'

Scope of Services



**INFRASTRUCTURE
ALTERNATIVES, INC.**

January 13, 2026

Gary Taylor, Executive Chair
Wexford County
437 E Division St.
Cadillac, MI 49601

Proposal for Continued Operations and Maintenance Services at the Cedar Creek Water Supply

Mr. Taylor,

Infrastructure Alternatives, Inc. (IAI) is pleased to have the opportunity to submit this letter proposal to the Wexford County Executive Committee for continued Operations and Maintenance (O&M) Services at the Cedar Creek Water Supply.

IAI is grateful to have been Wexford County's service provider for Cedar Creek's Water Supply over the previous ten years. Over those ten years, IAI has developed a great understanding of the water distribution system's operations and performed several routine annual maintenance tasks.

Below you will find a proposal for continued O&M of Cedar Creek's Water Supply with the same Scope of Services and updated Cost of Services. Over the past four years, IAI has seen a large increase in the cost of labor/employee retention, employee benefits, and vehicle expenses which results in an increased Cost of Services to IAI's Clients.

It is our intent at IAI to continue to offer a premium service at a fair and competitive price.



Scope of Work

IAI proposes the following scope of work for this project. IAI will:

1. Provide all staff necessary for the operation, maintenance, and management of the water system. Operator-in-charge will possess Michigan Class D-4, S-4 certifications, at a minimum
2. Provide 24-hour per day on-call availability. The project will be serviced from our Cadillac area hub with less than a 30-minute response time
3. Prepare all necessary and required reports by local, State and Federal regulatory agencies
4. Provide Wexford County with a monthly operations report
5. Purchase supplies, chemicals, tools, etc. necessary for the proper operation and maintenance of the facilities
6. Provide monitoring and testing and analytical services required for regulatory reporting purposes as well as routine system operational control purposes
7. Pay for utilities associated with the operation of the water system
8. Pay for all chemicals currently being used in the water system process
9. Continue to maintain standard operating procedures for all major pieces of equipment
10. Continue to update and utilize the preventive and corrective maintenance program that tracks each system component and continue to utilize necessary preventive and corrective maintenance as recommended by system component manufacturers. IAI will provide an annual estimate for spare parts
11. Maintain a clean, orderly and aesthetically pleasing appearance to the water system components, building and grounds
12. Serve as the County's liaison and representative in matters related to the operation of the facility. Attend the startup of new equipment and prepare a punch list of items not in accordance with County standards
13. Manage the Cross-Connection Control Program
14. Comply with all local, State and Federal regulations, including the Cedar Creek Township Ordinance 01-07
15. Provide customer billing and collection services for current and future customers
16. Provide snow removal and ground maintenance
17. Provide all analytical sampling and analysis as directed in the current Annual Monitoring Plan



Staffing Plan

As you know, IAI is under contract for the operations and maintenance of the neighboring Haring Township water/wastewater utilities. We have multiple operators providing our services at this location, of which all are currently State of Michigan certified operators. These individuals are ready and able to handle everything from routine system checks to emergency operations 24 hours per day, 7 days per week, 365 days per year.

IAI will continue to provide the necessary oversight attention to meet the requirements of your system needs throughout the tenure of this agreement.

IAI will provide a highly motivated staff that will meet or exceed the requirements of the State of Michigan. We will provide a properly certified operator to manage your system and will ensure that each IAI staff member associated with the project will receive the proper training and guidance.

Cost of Services

Cost Component	Annual Amount	Comments
Labor and Benefits	\$33,462	
Utilities	\$11,102	Electricity, telephone & generator fuel
Chemicals/Supplies	\$2,075	Includes chemicals & analytical testing costs
Customer Billing	\$0	Included in Labor component
Customer Service	\$0	These costs are included in Labor component
Repair and Replacement**	\$5,000	These costs will be tracked throughout each year, with any unused funds returned to Wexford County.
Vehicles	\$13,361	Vehicle plus fuel
Total	\$65,000	

**While this water system is still fairly new, the system is starting to reach the age where larger, more costly Repair and Replacement items may present themselves. With this said, the County may want to increase this line item in an effort to be better prepared for these potential expenses.



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The price to carry out the outlined Scope of Work above, with the addition of a vehicle to be used throughout the distribution and water system, will be **\$5,416.67 per month, at an annual expense of \$65,000.**

Non-Routine Operations Services or services provided that are additional, necessary and/or mutually agreed upon services outside of the Scope of Work listed above, will be invoiced at IAI's current Standard Billing Rate of **\$90.00 per hour (2 hour minimum), with a \$75.00 Trip Charge (if applicable).**

Emergency Operations Services beyond 6 hours per month will be invoiced at a cost of **\$100.00 per hour.** Emergency response rates apply to observed Holidays, Saturday, Sunday, and Monday – Friday 5:00PM – 8:00AM.

All materials costs that are not outlined above that are paid for and processed by IAI would be added to these services at the cost plus a standard 15% administrative fee.

The cost of Routine Services will increase by 3% annually or in accordance with Section 3.03 of the attached Operations and Maintenance Agreement.

Additional Services

IAI also offers both water/wastewater engineering and mechanical contractor services through our Engineering & Technical Services and Mechanical Services divisions. We would be happy to provide you with more information on these services upon request.

Proposed Contract Term

IAI is proposing a five-year contract term for this project, with automatic annual renewal upon both parties' approval for each additional year as laid out in section 4.02 of the O&M Agreement. The Agreement also includes a 90-day notice of termination, at any time, for any reason.

Summary

We feel that our approach is of good value to the Cedar Creek Township water system based upon our experience and what has been outlined above. The growth and success of our business is based upon developing and maintaining great partnerships with our clients. We feel that we



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have that with Wexford County and look forward to continuing to serve the County for years to come.

Please do not hesitate to contact me with any questions or concerns.

Respectfully,

INFRASTRUCTURE ALTERNATIVES, INC.

A handwritten signature in blue ink that reads "Bob Polanic".

Bob Polanic,
Area Manager – Contract Operations

Cc: Tom Lutke, Project Manager

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan, on the fifteenth day of April 2026, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION 26-13
AMYOTROPHIC LATERAL
SCLEROSIS AWARENESS MONTH**

WHEREAS, amyotrophic lateral sclerosis, also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and

WHEREAS, thousands of new amyotrophic lateral sclerosis (ALS) cases are reported every year, and estimates show that every 90 minutes, someone is diagnosed with ALS and someone passes away from ALS; and

WHEREAS, on average, patients diagnosed with ALS survive only two to five years from the time of diagnosis; and

WHEREAS, the exact causes of ALS are unknown and there is no known cure for ALS; and

WHEREAS, people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service; and

WHEREAS, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and

WHEREAS, the ALS Association is the largest philanthropic funder of ALS research globally and has committed more than \$154 million to support more than 550 projects across the

WHEREAS, the ALS Association is committed to make ALS livable and cure it for everyone, everywhere; and

WHEREAS, Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS,

acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease;

NOW, THEREFORE, The Wexford County Board of Commissioners, do hereby proclaim the month of May 2026 as ALS Awareness Month. They call upon all Americans to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

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 26-13 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on April 15, 2026, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Executive Committee
FOR MEETING DATE: April 14, 2026
SUBJECT: Request to Send Cadets to Police Academy

SUMMARY OF ITEM TO BE PRESENTED:

Sheriff Taylor has requested to send up to four cadets to the Police Academy in August, depending on the number of vacancies on his roster at that time.

RECOMMENDATION:

Administration recommends the full board approve the Sheriff's Request to send up to four cadets to the August 2026 Police Academy.