

**OFFICIAL PROCEEDINGS
OF THE
ALPENA COUNTY BOARD OF COMMISSIONERS**

July 28, 2020
5:30 p.m.

The Alpena County Board of Commissioners met and was called to order by Chairman Robert Adrian on Tuesday, July 28, 2020 at 5:30 p.m. in the Apex Events Complex Conference Room on 701 Woodward Avenue, Alpena, Michigan located in the City of Alpena, Michigan.

Prayer

Prayer was offered by Elder Terry Denmark of Alpena First Assembly of God Church and Alpena Area Ministerial Association.

Pledge of Allegiance

Board Chairman Robert Adrian called for the Pledge of Allegiance to the Flag of the United States of America.

Roll Call

Roll was called, the following Commissioners were present: Commissioners Adrian, McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, and Kozlowski.

Agenda

Moved by Commissioner McDonald and supported by Commissioner Thomson to approve the agenda with the addition of 1) Commissioner Brad McRoberts - MERS Benefit Waiver and 2) Commissioner Bill Peterson – Corrections Health Care. Motion carried.

Public Comment

Tony Suszek, Chairman of the Alpena County Youth & Recreation Committee, addressed the board. He discussed Action Item #12 on the agenda concerning NLA.

Consent Calendar

- A) **Approval of the Official Proceedings of the Alpena County Board of Commissioners**
Regular Session – June 30, 2020
- B) **NLA Adhoc Committee** – July 2, 2020

ACTION ITEM NLA#1: The Committee recommends to present a request to Youth & Recreation on behalf of Northern Lights Arena to match \$150,000 SBA disaster loan funds, in lieu of future grant requests, and present to Finance Committee in July.

Not Approved On Consent Calendar

- C) **Airport Committee** – July 9, 2020

ACTION ITEM #AC-1: The Committee recommends the transfer of \$5,217.30 from line 295-536-625 PFC Equity Fund to 295-536-805 Consulting Services to pay PAS (Primary Airport Services) Invoice 1096-17.

D) **Personnel Committee** – July 14, 2020

ACTION ITEM #PM-1: The Committee recommends we approve the monies from the 2019-2020 HMEP Grant in the amount of \$1,850 to write external response plans for our three SARA Title III sites be approved and that Kim Elkie be authorized to work overtime on the site plans and be paid out of the grant.

ACTION ITEM #PM-2: The Committee recommends that Elaine Webber be appointed to the Older Persons Committee as the District #5 representative effective immediately.

E) **Finance/Building Maintenance and Recreation Committee** – June 15, 2020

ACTION ITEM #FM-1: The Committee recommends we approve the SBA Structure LLC Invoice in the amount of \$3,000.00 for 3 months of 911 Manning Hill Tower Rental with monies coming out of line item #211-325-946; this is a budgeted expense.

ACTION ITEM #FM-2: The Committee recommends we approve the Sheriff's Office bid recommendation from Yousef Dabbagh in the amount of \$2,668.00 for the sale of the 2014 Ford Inceptor SUV patrol vehicle with monies put into line item #402-234-694.004 (Misc. Rev-Sold Patrol Vehicles) for future patrol vehicle purchases.

ACTION ITEM #FM-3: The Committee recommends we approve the Veterans Affairs Office request to submit a change request to the MVAA (Michigan Veterans Affairs Agency) to reallocate the already approved \$3,500.00 for window covering as presented.

Install 8 MIL Security Film with Dow 995 Anchoring Caulk
New Lettering for Door

ACTION ITEM #FM-4: The Committee recommends we approve the Invoice from Weinkauf Plumbing & Heating in the amount of \$3,876.42 for the compressor replacement for the Health Department Building with monies coming out of line item #249-265-931 (monies are in the line item).

ACTION ITEM #FM-5: The Committee recommends we approve the payment to MDOT Invoice 591-10513443 in the amount of \$223,490.00 for the New Airport Terminal Design to close out the previously approved Grant. The invoice will be paid from the Building & Grounds Fund line item #631-266-975.132. A transfer of \$200,000.00 from the Base Security Contract Fund Balance will be made to the Building & Grounds Fund to cover this expense.

ACTION ITEM #FM-6: The Committee recommends we approve the BKV Group Invoice #54642 in the amount of \$9,598.32 for the new Jail with monies coming out of line item #466-301-975 (Jail Construction Costs) as presented.

ACTION ITEM #FM-7: The Committee recommends we approve the Huron Engineering Invoice #3690 in the amount of \$2,422.50 for the new Jail with monies coming out of line item

#466-301-975 (Jail Construction Costs) as presented.

ACTION ITEM #FM-8: The Committee recommends we approve the HUNT Invoice in the amount of \$4,000 for the second half of FY 2020 with monies coming out of line item #101-999-921.000 General Fund that is allocated for HUNT as presented.

ACTION ITEM #FM-9: The Committee recommends we approve the second quarter budget adjustments as presented.

ACTION ITEM #FM-10: The Committee recommends we approve applying for the CARES Act: First Responders Hazard Pay Premiums Program Grant and authorize to pay the eligible employees (Law Enforcement Officers, Corrections Officers, 911 Operators) \$1,000 each on September 18, 2020. (Grant Application deadline Friday, July 17, 2020).

POLL Item on Full Board Agenda.

ACTION ITEM #FM-11: The Committee recommends we approve applying for the CARES Act: Public Safety and Public Health Payroll Reimbursement Program Grant as presented. (Grant Application deadline Friday, July 17, 2020)

POLL Item on Full Board Agenda.

F) **Fairgrounds Adhoc Committee - July 23, 2020**

ACTION ITEM #FG-1: The Committee recommends the following rates for the Fairgrounds for 2021, as presented:

- Campsites: \$26 daily, \$160 weekly and \$525 monthly
- Noncamper dump station per use: \$8.00
- Noncamper shower per use: \$6.00
- Indoor winter storage: \$1.75 square foot
- Horse barn: \$70 per day
- Cattle barn: \$70 per day
- Swine barn: \$70 per day
- Sheep barn: \$70 per day

A deposit may be required at the caretaker's discretion.

Moved by Commissioner McDonald and supported by Commissioner Peterson to approve the Consent Calendar which includes actions as listed above and filing of all reports. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

POLL Action Item #1 – First Responders Hazard Pay Premiums Program Grant

Chairman Adrian presented the following POLL Action Item for approval.

POLL ACTION ITEM #1: The Committee recommends we approve applying for the CARES Act: First Responders Hazard Pay Premiums Program Grant and authorize to pay the eligible employees (Law Enforcement Officers, Corrections Officers, 911 Operators) \$1,000 each on September 18, 2020. (Grant Application deadline Friday, July 17, 2020).

Moved by Commissioner McRoberts and supported by Commissioner Fournier to approve the above Poll Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

POLL ACTION ITEM #2 -Public Safety and Public health Payroll Reimbursement Program Grant

Chairman Adrian presented the following POLL Action Item for approval.

POLL ACTION ITEM #2: The Committee recommends we approve applying for the CARES Act: Public Safety and Public Health Payroll Reimbursement Program Grant as presented. (Grant Application deadline Friday, July 17, 2020)

Moved by Commissioner Peterson and supported by Commissioner Karschnick to approve the above Poll Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

MERS

Commissioner Brad McRoberts presented Temporary Modification to Benefit Provisions form from MERS for the Chairman's signature. This represents a temporary modification regarding the hazard pay bonuses that will be paid in September for no MERS or benefits to be charged to the bonus. The form will be submitted to the Clerk following signature by the Chairman.

Moved by Commissioner McRoberts and supported by Commissioner Peterson to approve the MERS Resolution as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Inmate Health Care

Sgt. Scott Gagnon, Jail Administrator, presented handouts to the board regarding contractual healthcare cost increases at the jail.

Resolution #20-17 – Alpena County Library Project

Chairman Adrian presented the following Resolutions for adoption.

RESOLUTION APPROVING THE UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE BY THE COUNTY OF ALPENA

WHEREAS, the Board of Commissioners of the County of Alpena (the "County") by resolution has approved the Contract of Lease authorizing the issuance of the Alpena County Building Authority Bonds, Series 2020 (Alpena County Library Project) in the total principal amount of not to exceed \$2,745,000 (the "Bonds"); and

WHEREAS, Bond Counsel has prepared this resolution

NOW, THEREFORE, IT IS RESOLVED BY THE ALPENA COUNTY BOARD OF COMMISSIONERS as follows:

1. This Board, for and on behalf of the County, hereby covenants and agrees, for the benefit of the beneficial owners of the Bonds to be issued by the Alpena County Building Authority (the "Issuer"), to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form of Disclosure Certificate referred to in paragraph 2 of this Resolution. The Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the Issuer's obligations thereunder and under the Undertaking), and any failure by the Issuer to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Bonds.

The County Treasurer, or Clerk shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the County's Undertaking.

2. The Disclosure Certificate Included in the Preliminary Official Statement of the Issuer when the Bonds are sold is hereby approved as is the execution thereof by the designated officials.

3. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

Moved by Commissioner Thomson and supported by Commissioner McRoberts to approve Resolution# 20-17 approving the undertaking to provide continuing disclosure by the County of Alpena as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Resolution #20-18 – Alpena County Library Project

**RESOLUTION APPROVING SUBLEASE
TO APPROVE FINANCING IMPROVEMENTS TO A BUILDING FOR
THE LIBRARY THROUGH THE ALPENA COUNTY BUILDING AUTHORITY**

WHEREAS, George N. Fletcher Public Library of the County of Alpena (the "Library") wish to remodel and equip real estate which comprises the Library described in Appendix A (the "Project") attached to Appendix I ("Sublease") through bonds to be issued through the Alpena County Building Authority (the "Authority"); and

WHEREAS, the Library will sublease the Project from the County and will pay semi-annual rent sufficient to pay all debt service on a bond issue which is estimated to be in the principal amount of not to exceed \$3,000,000; and

WHEREAS, during the term of the bond issue, the Library will pay all costs of operation and maintenance of the Project.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALPENA as follows:

1. The Sublease attached as Appendix 1 is approved and the Chairman of the Board of Commissioners and the County Clerk are authorized and directed to execute and deliver the same on behalf of the County.

2. All resolutions and parts of resolutions, insofar as they conflict with the foregoing resolution are hereby rescinded.

Moved by Commissioner Thomson and supported by Commissioner Peterson to approve Resolution# 20-18 approving the sublease to approve financing improvements to a building for the Library through the County of Alpena as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

2019 Audit Report

Phil Straley and Chelsea Meeder with Straley, Lamp & Kraenzlein, CPAs, presented the County's 2019 Audit Report. There are no difficulties or concerns to report. A footnote was added to the report concerning COVID-19.

ACTION ITEM #5: Recommendation to approve the 2019 Audit Report as presented.

Moved by Commissioner Peterson and supported by Commissioner Karschnick to approve the above Action Item as presented. Motion carried.

Prosecutor's Office - CARES Act Funding

Cynthia Muszynski, Prosecuting Attorney, presented Coronavirus Emergency Supplemental Funding application request.

ACTION ITEM #6: Recommendation to approve the Prosecutor's Grant Application request in the amount of \$30,000.00 with no County match. Future Budget Commitment of \$500.00 per year if the additional bandwidth is considered a necessary expense and will include ongoing maintenance fees/subscriptions as presented. The grant period is from 03/01/20 to 09/30/21. This has had Grant Review Committee approval.

Moved by Commissioner Kozlowski and supported by Commissioner McRoberts to approve the above Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Alpena Ground Services Invoice

Steve Smigelski, Airport Manager, presented Alpena Ground Services Third Quarter Invoice for payment.

ACTION ITEM #7: Recommendation to approve the Alpena Grounds Services Third Quarter Invoice in the amount of \$85,515.00 with monies coming out of line item #295-536-801 as presented.

Moved by Commissioner Thomson and supported by Commissioner McRoberts to approve the above Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Alpena Ground Services Invoice for June

Steve Smigelski, Airport Manager, presented Alpena Ground Services Invoice for two additional personnel during the latter part of June. Going forward this amount will be included in the quarterly invoice. Alpena Ground Services has already been paid the quarterly amount of \$60,555.00.

ACTION ITEM #8: Recommendation to approve the Alpena Grounds Services invoice in the amount of \$8,320.00 with monies coming out of line item #295-536-801 as presented.

Moved by Commissioner Fournier and supported by Commissioner McRoberts to approve the above Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Michigan Veterans Affairs Agency Grant – Reallocation Request #4

Daniel Perge, Assistant Veterans Counselor, presented reallocation request #4 to be submitted to the Michigan Veterans Affairs Agency Grant. They plan to use the funds to purchase grave markers and stick flags for veteran graves in the County's township cemeteries.

ACTION ITEM #9: The Committee recommends we approve the Veterans Affairs Office request to submit a change request to the MVAA (Michigan Veterans Affairs Agency) to reallocate the already-approved \$2,000.00 for marketing, as presented. The Veterans Affairs Office plans to request approval for the following items:

288 veteran grave markers with aluminum stakes	\$1,512.00
288 grave stick flags	\$ 288.00
Shipping (estimate)	<u>\$ 200.00</u>
	\$2,000.00

Moved by Commissioner Peterson and supported by Commissioner Fournier to approve the above Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Michigan Veterans Affairs Agency – Additional Funding Request

Daniel Perge, Assistant Veterans Counselor, presented a request to submit application to the Michigan Veterans Affairs Agency for additional funding that has become available. If approved by MVAA, the Veterans Office will bring the chosen project to Finance and, if approved there, to Full Board for final approval after receiving it back from MVAA.

ACTION ITEM #10: Recommendation to approve the Veterans Affairs Office request to submit a grant amendment request for additional funds through MVAA (Michigan Veterans Affairs Agency) and, due to time constraints of the application deadline, submit to the Veterans Board, Finance Committee and Full-Board of Commissioners in August, as presented.

Moved by Commissioner Fournier and supported by Commissioner Thomson to approve the above Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Emergency Operation Center Incident Trailer

Sgt. J.P. Ritter, Sheriff's Office presented request to trade in the current Emergency Operation Center (EOC) Incident Command Trailer and combine the trade-in amount with the grant monies received from Community Foundation of Northeast Michigan to purchase an incident trailer for the EOC.

ACTION ITEM #11: Recommendation to approve request to trade in the current EOC Incident Trailer and combine the funds with a grant received from Community Foundation of Northeast Michigan to purchase a newer trailer from Alpena Trim with the remaining \$200.00 to be used to adapt the trailer to the EOC's needs, as presented. The revenue and expense line items will be set up through the Equipment Fund.

Moved by Commissioner Peterson and supported by Commissioner Thomson to approve the above Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

Northern Lights Arena

Commissioner Adrian requested to pull Action Item NLA#1 from the Consent Calendar. Commissioner McRoberts presented a request from NLA Adhoc Committee to request Youth & Recreation Committee to match \$150,000.00 SBA disaster loan they have taken, in lieu of future grant requests to the Committee. These funds would be held in a reserve account and the bond payments made from the account.

Moved by Commissioner McRoberts and supported by Commissioner Karschnick that NLA Adhoc Committee meet with three (3) Youth & Recreation Committee members before the Finance Committee and then go to the Finance Committee for recommendation regarding the request from NLA, as attached to the board packet. Motion carried.

Pool Adhoc Committee

Chairman Adrian appointed Commissioners Kozlowski, Peterson and Adrian to the Pool Adhoc Committee with Commissioner Adrian serving as chairman.

Moved by Commissioner Fournier and supported by Commissioner Thomson to concur with the Chairman's appointment of Pool Adhoc Committee as presented. Motion carried.

Youth & Recreation Plaza Pool Operational Bills

Commissioner Adrian presented for discussion the Plaza Pool's operational expenses for August including a previous request made to Youth & Recreation Committee to continue covering the operational expenses while they are closed due to COVID-19. Even when the Governor allowed pools to reopen, the decision was made, by the pool in discussion with several commissioners, to keep Plaza Pool closed due to July and August typically being their slowest operational months of the year.

Moved by Commissioner Peterson and supported by Commissioner McRoberts to request that Youth & Recreation Committee pay the August Plaza Pool allocation of \$7,192.75 and if not paid the request will go to the Finance Committee for their consideration. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

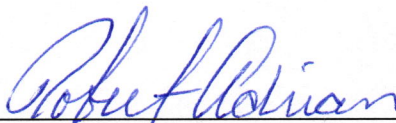
Public Comment

Tom Heise addressed the board, as a member of the Youth & Recreation Committee, concerning the pool.


Adjournment

Moved by Commissioner Fournier and supported by Commissioner McDonald to adjourn. Motion carried.

The meeting adjourned at 7:20 p.m.



Robert Adrian, Chairman of the Board



Bonnie Friedrichs, County Clerk

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APPENDIX A
PROJECT DESCRIPTION OF LEASED PREMISES

SEE ATTACHED

TO BE ATTACHED TO SUBLEASE

PROJECT DESCRIPTION

Project Description

See ATTACHED PROJECT DESCRIPTION

Location

211 North First Avenue
Alpena, Michigan, 49707

Cost Estimate

Remodeling, Furnishing and Equipping
costs, financing costs (including bond
discount) and contingency

Total Costs: \$3,700,000
\$700,000 to be paid by
Library

Not to exceed \$3,000,000
to come from Bond Issue

PROJECT DESCRIPTION

I. Summary:

The Alpena County George N. Fletcher Public Library is seeking to completely renovate its existing facility. This project estimated to cost \$3,700,000 will completely modernize the 40-year-old original building and bring a new level of service to the residents of Alpena County, Michigan. The highlights of this project include: updating all major building systems that are past their functional life expectancy, a redesigned entryway to enable better accessibility into the program area in the Currier building, a new children's area and teen space, expanded special collections archive, new public restrooms, new study areas for the READ Adult Literacy program, and a quieter more comfortable seating area. This project will rehabilitate critical building systems, especially the heating, ventilation and air conditioning (HVAC) system, which are not functioning well and have reached the end of their expected life expectancy. The new floorplan creates a single point of entry and eliminates blindspots, thus improving building safety. It also means that service areas can be consolidated, allowing for reducing the staffing requirements for several departments without reducing the level of service. This renovation will provide a whole new level of service to the community within the constraints of the financial resources of Alpena County.

II. About the Alpena County George N. Fletcher Public Library

Our mission is to provide resources and opportunities that will help individuals and families of Alpena County, Michigan lead lives that are meaningful to themselves. We help our patrons grow from infants to adults capable of exploring and fulfilling their own pursuits. We strive to accomplish this by developing new readers, by providing access to collections of books and other library materials, by preserving the historical record of Alpena County and the wider region, by providing a safe space, by programming that space to create opportunities for exploration and self-enrichment.

The Alpena County George N. Fletcher Public Library was established by the the Board of Commissioners of Alpena County in 1967. In 1974, the current facility was constructed across from the Alpena City Hall on land donated by the Fletcher family for the purpose of having a public library on that site. The Library has a proud tradition of excellent service and has been recognized by the State Librarian of Michigan for its special merit. We also have been recognized by The Michigan State Historical Society for the contributions that special collections department has made to preserving and promoting the historical record of northeast Michigan.

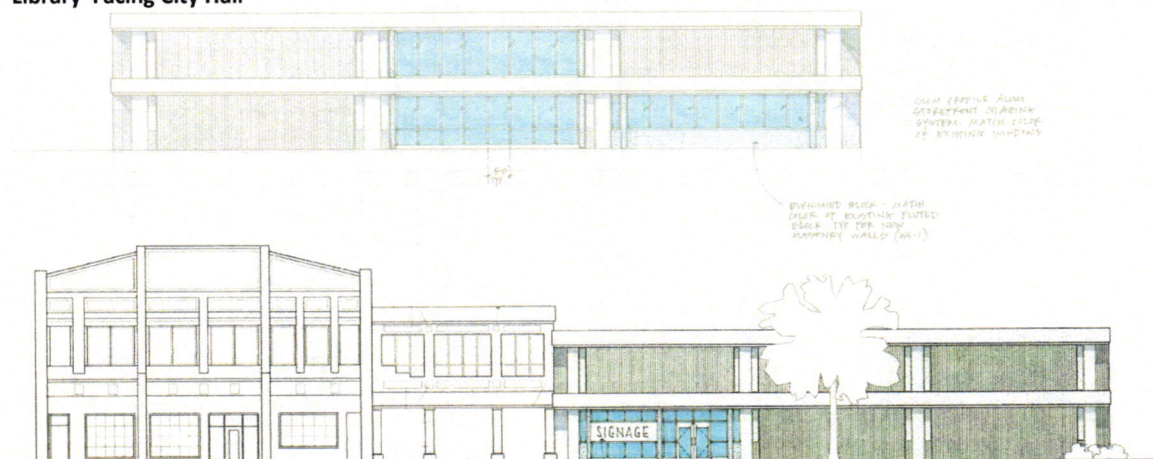
The Library is governed by a five person board appointed by the board of commissioners of Alpena County. Library is established as a County Public Library under

Michigan state statute. The board has final disposition of all matters of governance, including personnel, property and finances. The current library director is Eric Magness-Eubank who replaced Judi Stillion in 2008. In his previous position as director of the Salem-Washington Township Public Library (Salem, Indiana), Magness-Eubank successfully completed a \$2.1 million renovation and expansion project of its 1905 Carnegie library building.

We offer many programs and services which are heavily used by the public. These include its traditional lending library functions, now including downloadable e-books, audiobooks, streaming video and other digital media. The library offers a variety of children’s literacy activities, including its very popular summer reading program and carnival. These now include programs such as early literacy activities for the youngest infants, STEM-based programs and online tutoring. The read program offers individualized adult basic literacy tutoring including GED preparation and ESL instruction. We offer a series of cultural and educational programs including world-renowned author visits, high-quality concerts, film series, lectures and much more. Public meeting facilities with many amenities are available for both small and large groups. There is also public seating with Wi-Fi which allow for many informal meetings for small groups and school tutoring. The library facilitates public computing with a public computer lab, and also teaches courses for seniors on a variety of technology topics. Staff also offers individualized assistance on using laptops and smart devices. A more detailed statistical overview of the library is provided in the appendices.

III. Project Description

Library Facing City Hall



Library Facing Alpena News

Origins of Project:

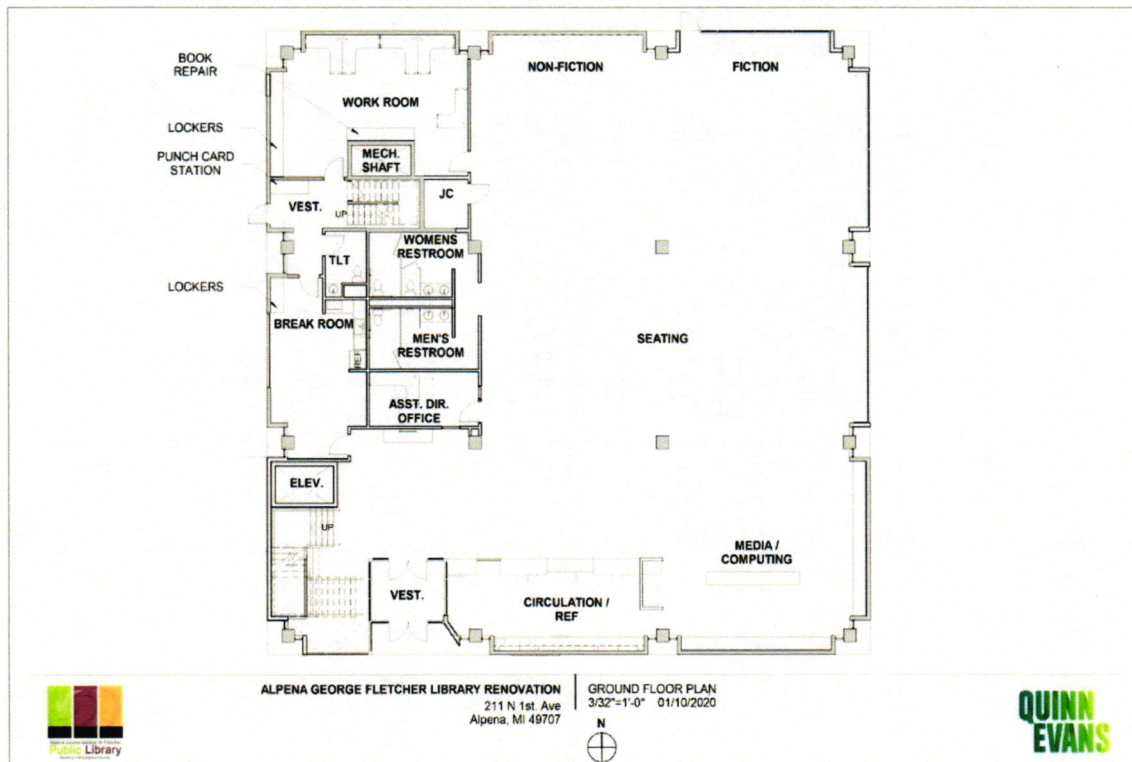
The original building was constructed in 1974. It had one minor remodeling project in the 1990s, several upgrades to its HVAC system and a series of roof repairs. Between 2003 and 2005, the library expanded into the first floor of the Northern Eye Building

adjacent the original facility and entered into an agreement with Dr. Robert Courier, which enables us to occupy the second floor of this building. We have the first right of purchase for the remainder of the building should Dr. Courier ever decide to sell it. The proposed project anticipates that this will happen at some future date and enables the widest set of options available.

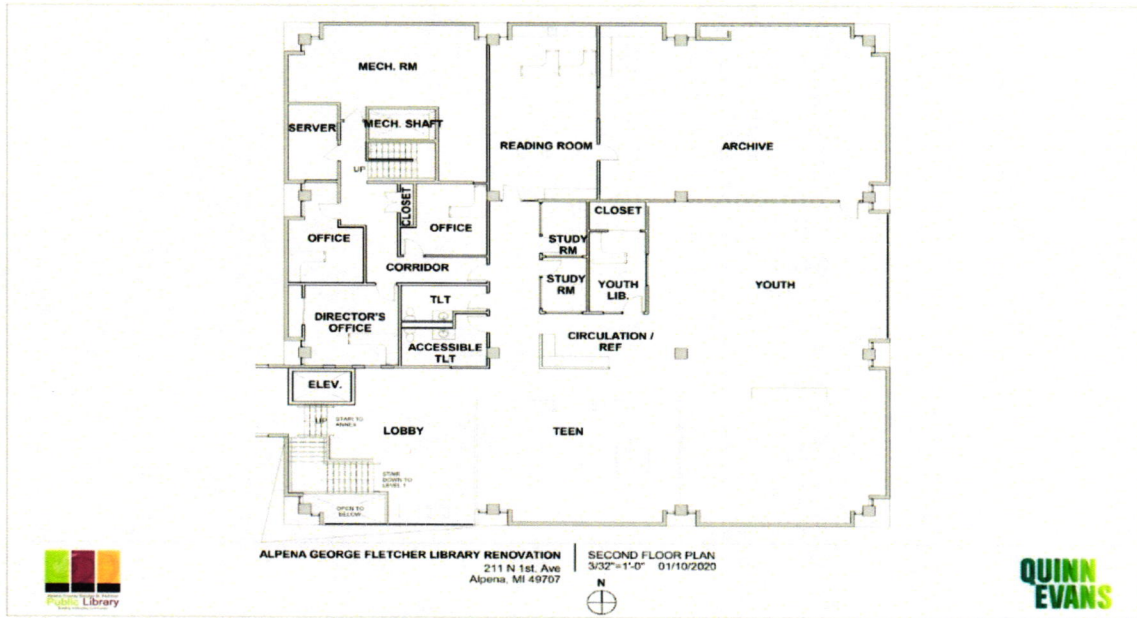
Many of the building systems and furnishings are original to the building and have reached the end of their useful life expectancy. Many standards and best practices for accessibility and safety have changed since the original construction. Also the mission and functions of a public library have evolved since 1974. In short, much work needs to be done just to maintain the current standard of service

In the fall of 2015, the board began a process of selecting an architectural firm to prepare for a renovation and possible expansion of the existing facility. In August 2016 the board selected Quinn Evans Architects (QEA) of Ann Arbor to begin the process of developing a Master Plan for the facility. QEA has a proven track record with renovating public libraries and with dealing with complicated HVAC issues. The board and staff worked with QEA to determine priorities and develop options. The board determined it wish to pursue options that had the highest return of value for the public investment. This \$3.7 million project provides significant improvements for the library facility for a fraction of the cost of new construction.

Renovation Plan First Floor



Renovation Plan Second Floor



APPENDIX B

[TO BE INSERTED AFTER BONDS ARE SOLD]

APPENDIX 1

SUBLEASE TO LEASE BETWEEN COUNTY OF ALPENA AND ALPENA COUNTY GEORGE N. FLETCHER PUBLIC LIBRARY

THIS SUBLEASE (“Sublease”) made this 28th day of July, 2020, by and between the COUNTY OF ALPENA a County of the State of Michigan (the "County") and the ALPENA COUNTY GEORGE N. FLETCHER PUBLIC LIBRARY (the “Library”) organized and existing under and pursuant to the provisions of Public Act No. 138 of the Public Acts of Michigan of 1917 amended (“Act 138”). In this Sublease, the County and the Library may be referred individually as “Party”, or collectively, as “Parties”:

WITNESSETH:

WHEREAS, the Alpena County Building Authority (the “Authority”) is the lessee of real estate located as described in APPENDIX A to be subleased by County to the Library;

WHEREAS, the Authority will construct and equip the Project described in Appendix A and then lease the same to the County; and

WHEREAS, the Library wishes to sublease the land and buildings described in Appendix A (the “Leased Premises”) from the County.

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS SET FORTH BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS LEASE AS FOLLOWS:

1. Description of Leased Premises. A description of the various Leased Premises has been completed and is attached as Appendix A. These documents will be filed with the Secretary of the Library Board, the Secretary of Authority and the County Clerk of the County. The Leased Premises shall be completed in substantially accordance with such plans which are incorporated as part of (but not attached to) this Sublease. No significant changes in such plans shall be made without the written approval of both the Board of Commissioners of the County and the Board of the Library.

2. Term; Possession. The County does hereby sublease the Leased Premises to the Library for a term commencing on the date this Sublease is executed and terminating when the Lease Contract dated as of February 1, 2020 (the “Building Authority Lease”) between the County and the Alpena County Building Authority expires which occurs when the Bonds described in Appendix B are retired. The Library shall then

possess the Leased Premises in fee simple and the Sublease will terminate.

3. Cash Rental. The Library hereby agrees during the term of this sublease to pay to the County as cash rental for the Project such periodic amounts as shall be sufficient to enable Authority to meet its payments to the County on the Project to pay the principal of and interest on the Bonds (as described in Appendix B) as such principal and interest shall become due, whether at maturity or by redemption. During the term of the Lease or any extensions thereof, the Library shall pay to the County, at least 15 days before each Bond Payment Date, and amount sufficient to pay the principal and/or interest due on the Bonds on such Bond Payment Date.

The Library hereby agrees to pay the cash rental payments when due. The obligation of the Library to make such cash rental payments shall not be subject to any set-off by the Library nor shall there be any abatement of the cash rental payments for any cause, including, but not limited to, casualty that results in the Project being untenable.

4. Maintenance and Repairs. The Library shall, at its own expense, operate and maintain the Leased Premises and shall keep the same in good condition and repair. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment, all light, power, heat, water, sewerage, drainage and other utilities, and all properties and services of whatever nature, as shall be necessary or expedient in the efficient and lawful operation and maintenance of the Leased Premises. Premiums for insurance required to be carried under this Sublease shall likewise be deemed operation and maintenance expenses.

5. Property and Liability Insurance. The Library will maintain the following insurance coverages: (1) property insurance equal to the replacement cost of the buildings described in Appendix A covering losses in a manner equivalent to property insurance coverage specified by Insurance Service Office special cause of loss form CP 10 30; and (2) boiler and machinery insurance or its equivalent for the replacement value of property damaged by the boiler. Such insurance shall cover the perils of boiler explosions, breaking asunder and other boiler and machinery perils. **The Library, and the Alpena County Building Authority shall be named as a loss payee, as their interests may appear.** The Library shall provide the County at the time that this Sublease is returned for execution, a Certificate of Insurance as well as any required endorsements.

If a building or buildings on the Leased Premises are partially or totally destroyed, or are made unusable for any reason, the rental payments provided for in Article 3 shall continue unabated. If there is a loss, any insurance proceeds shall be used to retire the Debt according to the Debt Retirement Schedule if the building (or buildings) is not repaired or replaced.

The Library shall provide and maintain during the term of this Sublease liability insurance against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation, maintenance or repair of the Project.

The Library shall pay the insurance premiums to procure the insurance coverages under this Article.

6. Waiver of Subrogation. To the extent that it is lawful to do so, and up to the amount of the loss proceeds:

(a) The parties to this Sublease expressly waive and release any cause of action or right of recovery which they may have hereafter against each other for any loss or damage to the Leased Premises, or to the contents thereof belonging to any of the parties to this Sublease, caused by fire, explosion or any other risk covered by insurance and,

(b) Each party shall obtain a waiver from any insurance carrier with which it carries fire, explosion, or any other risk covering insuring the buildings, improvements and contents releasing its subrogation rights against any other party.

7. No Unlawful Use Permitted. The Leased Premises shall be used for the Library's lawful public purposes and shall not be used or permitted to be used in any unlawful manner or in any manner which would violate the provisions of any contract or agreement between the Library and the County and any third party. The Library shall, at its own expense, make any changes or alterations in, on or about the Leased Premises which may be required by any applicable statute, or governmental regulation or order and shall hold the Authority and the County harmless and free from all costs or damages with respect thereto.

8. Alterations of Leased Premises. Subject to the County's rights under the Lease between the County and Building Authority, the Library may install or construct in or upon, or may remove from, the Leased Premises any equipment, fixtures or structural items.

9. Rights of Inspection. The County, through its officers, employees or agents, may, upon reasonable notice to the Library, enter upon the Leased Premises to inspect the Leased Premises and determine whether the Library is complying with the covenants, agreements, terms and conditions of this Sublease so long as such inspection does not interfere with the Library's regular operations.

10. Appurtenant Facilities and Common Areas. The Leased Premises includes, or will include, roadways, walks, drives, parking areas and landscaping and common areas which are of benefit to and necessary to the full use and enjoyment of the Leased Premises.

11. Successors and Assigns. This Sublease shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns, provided, however, that no assignment shall be made in violation of the terms of this Sublease nor shall any assignment be made by the Library without the approval of the County.

12. Consents, Notices, Etc. The right to give any consent, agreement or notice required or permitted in this Sublease shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Library, in its Board. Any notice required or permitted to be given under this Lease shall be given by delivering the same, in the case of the County, to the County Clerk, and in the case of the Library, to the Secretary of the Board.

13. Changes in Law or Corporate Status. In the event there shall occur changes in the Constitution or statutes of the State of Michigan which shall affect the organization, territory, powers of corporate status of the Library or the County, the terms and provisions of this Sublease shall be unaffected, thereby insofar as the obligation of the Library to make the cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the Library in the Leased Premises are hereby impressed with a first and prior lien for payment of any outstanding obligations of the Library with respect to the Leased Premises or any additions or improvements thereto.

14. Signs. The parties agree that the Library may post signs on the Leased Premises indicating its presence on the Leased Premises.

15. Quiet Possession. Upon the Library's performance of the covenants, conditions and provisions under this Sublease, the Library shall have quiet possession of the Leased Premises for the entire period of the Sublease.

16. Total Agreement. This Sublease memorializes all the prior discussions, understandings and agreements involved in negotiating this Sublease. No provision of this Sublease may be amended or added to except by written agreement signed by both parties.

17. Severability. Any provision of this Sublease which is found by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions contained in this Sublease and such other provisions shall remain in full force and effect.

18. Choice of Law. This Sublease shall be governed by Michigan law.

IN WITNESS WHEREOF, the County of Alpena, by its Board of Commissioners and the Library, by the Board of the Alpena County George N. Fletcher Public Library, have caused this Sublease to be signed by their duly authorized officers, and their seals to be affixed hereto, all as of the day and year first above written.

WITNESSES TO SIGNATURES
OF COUNTY OFFICERS:

COUNTY OF ALPENA

Kim Elkie

By: Robert Adrian
Chairman of the Board of Commissioners

and

Kim Elkie

By: Bessie Fendley
County Clerk

WITNESSES TO SIGNATURES
OF LIBRARY OFFICERS:

ALPENA COUNTY GEORGE N. FLETCHER
PUBLIC LIBRARY

Kim Elkie

By: Joseph P. Ad
President of its Board

Kim Elkie

By: Marion J. Hunter
Secretary of its Board

2021
AGREEMENT FOR RENTAL OR USE
OF THE ALPENA COUNTY FAIRGROUNDS

I. _____
(Name of person or organization)

do hereby apply to rent the following zone(s) of the Alpena County Fairgrounds:

- () 1. Merchant's Building** (North half)
() 2. Trailer Parking-Campsites
() 3. (a) Grandstand/racetrack Area
(b) Lower Level of Grandstand
() 4. Baseball Diamond removed
() 5. Baseball Diamond (Small)
() 6. Arena
(*) (a) Draft Horse Barn (not available)
() (b) Horse Barn with stalls
() 6. © Cattle Barn
() (d) Swine Barn
() (e) Sheep Barn
(*) (f) 2 Poultry Barns not available
(*) 7. Park not available (only campsites available)

**No animals allowed in the Merchant's Building

4-H EVENTS: Open to non-members? ___ YES ___ NO (if open event, fees will be charged) _____
initials

for the following day(s) and hours: _____

and for the following events: _____

of said area shall be used only for the purposes as above specified at the rate of \$ _____, which is to be paid to the COUNTY OF ALPENA (
booking the event) in advance of use of said property. The above-named must make a security deposit of \$ _____ (see attached fee
rate), which will be refunded if said property or premises is left in satisfactory condition. The above-named will also carry sufficient insurance per
the County of Alpena from any liability for any accident or injury occurring from the result of any activity sponsored by the above named. A ten doll
required if keys are checked out for buildings.

It will also be the responsibility of the above-named party or parties or organizations to have this form filled out completely and a copy p
Maintenance Superintendent and will not be an official rental until it is on file and everything is completed. Also, at the option of the Maintenance
additional two-hundred (\$200) deposit may be required on any activity or event held.

II. The above-named organization (lessee) further agrees to abide by the following rules in using the Fairgrounds Facilities:

- 1. Events not listed on face of lease will not be permitted.
2. Permission to be obtained before making any changes in electrical wiring.
3. All wiring changes, temporary or permanent to be made by a licensed electrician with costs to be paid by Lessee. Temporary
after event by a licensed electrician with costs to be paid by the lessee.
4. Animals must not be tied to fences.

- 9. Lessee using racetrack at fairgrounds for events will clean track immediately following events.
- 10. Unauthorized vehicles, horses, and trailers are not permitted in park areas, beach areas, camping areas, the racetrack or its inf
- 11. Lessee will be responsible for all labor and materials for damages and clean-up created by events during the term of this lease.
- 12. Lessee to notify caretaker immediately of any and all damages.
- 13. All animals on fairgrounds property to be on leash or tether.
- 14. No ingress/egress firelane roads may be closed.
- 15. Premises to always be open to law enforcement and/or inspection and maintenance personnel.
- 16. Major changes or alterations shall be submitted in writing in advance to the Maintenance Superintendent.
- 17. If any trailer or temporary vehicle(s) remain(s) at the fairgrounds five days after this lease expires, this group agrees to pay a \$ for every day the vehicle(s) remain(s) at the fairgrounds.
- 18. People leasing the arena and holding horse shows or similar events will be responsible for any necessary dust control.
- 19. A copy of the general liability insurance policy or proof thereof shall be attached to the lease. A telephone number of the com included. Family events require limits of \$500,000. Commercial events require limits of \$1,000,000 and County of Alpena name Insured.
- 20. Events creating noise must be suppressed prior to 11 pm with the grounds to be cleared prior to 12 am
- 21. Adequate security should be provided by a bonded security company to patrol the area and to prevent damage to Alpena Cour property, buildings, or vehicles.
- 22. Noise level on Eleventh Street must not exceed 90 decibels.
- 23. Campers leasing sites prior to events must be admitted to camping site without charge.
- ** 24. Any individual or organization using a lunch wagon or selling food must have a permit from the Health Department and also i food service. *(A copy of the permit and insurance must be attached to the lease.)*
- 25. Alpena County will not be liable for any injuries or accidents to any animals while on the fairgrounds property. Also, we will n any diseased animals and if found to be diseased, animals must be removed immediately.
- 26. I am allowing the following groups to sell food/beverages in accordance with my scheduled events: _____, I will be responsible for col stating food coverage and a copy of their health permit or my organization will provide a health permit and our insurance will In the event that I do not follow the above instructions and have all necessary paperwork turned in to the Maintenance Superit prior to the event, I understand that the event is subject to cancellation and no refunds will be issued.
- III. 27. Everything must be cleaned immediately. Lessee will be responsible for refuse disposal.

WILL YOU HAVE COMMERCIAL VENDORS OR PERSONS SELLING ITEMS OTHER THAN THE NON-PROFIT ORGANIZA THIS EVENT? _____ YES (if so, the rate will be commercial.) _____ NO

** IS FOOD GOING TO BE SOLD ON THE GROUNDS? _____ YES _____ NO

ARE YOU PROVIDING ALCOHOLIC BEVERAGES AT THIS EVENT? _____ YES _____ NO

Family events require \$500,000 coverage on Personal Liability, including HOST LIQUOR LIABILITY and the Cou Additional Insured. You may obtain a specific coverage, or your homeowners policy may provide coverage. Check Proof of coverage must be attached to the lease.

Commercial Events...If no charge for liquor being made, General Liability Coverage must include HOST LIQUOR County must be named as additional insured. Limits of \$1,000,000 required. If a charge is made for alcohol, or is it admission, General Liability must include Liquor Liability with limits of \$1,000,000 and County named as Addition policies are acceptable. Proof of coverage must be attached to lease.

- "The Lessee agrees to protect, defend, indemnify and hold the County of Alpena and its officers, employees and agents free and harmless and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any etc., relating to arson, injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violatic statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Les

ELECTRICITY USAGE AND SURGE PROTECTORS

- Leaseholder represents and warrants to the Alpena County Fairgrounds that no electricity from or provided by the Alpena County Fairgrounds by the leaseholder (or any of the leaseholder's family members, employees, agents, or other persons) for the leaseholder's camping equipment unless each such item has a surge protector capable of protecting all such items, and that such surge protector or protectors are in and of the type sufficient to prevent damage, fire, or other calamity. Leaseholder agrees, on behalf of itself (as well as its family and in the event electricity supplied from or by the Alpena County Fairgrounds at leaseholder's own risk and that leaseholder waives any and all claims, damages, and the like against Alpena County Fairgrounds (as well as its officials, officers, employees, and agents) arising out of or relating to any electricity supplied by or from the Alpena County Fairgrounds. Furthermore, leaseholder hereby agrees to reimburse, indemnify, and hold Alpena County Fairgrounds harmless (as well as its officials, officers, employees, and agents) from, for, and against any and all damages, causes of action, fees, costs, and expenses arising out of or related to leaseholder's use of any electricity provided from or by the Alpena County Fairgrounds. Leaseholder represents and warrants that it will use the utmost care and reasonable procedures when utilizing electricity provided for or from the Alpena County Fairgrounds.

x _____ (initials)

I HAVE HEREBY READ AND AGREE TO THE TERMS OF THIS LEASE

_____ ORGANIZATION _____
 Representative's Signature Name printed
 ADDRESS: _____ EMAIL ADDRESS: _____
 PHONE NUMBER _____ CELL PHONE NUMBER _____ FAX NUMBER _____

IV. This Rental Agreement has been inspected by me, the rent has been paid and the insurance coverage checked and found to be in proper order. I authorize the above-named party, parties, organization or organizations to use the above-named on the above-mentioned dates, under the supervision of the Maintenance Superintendent, the Fairground's Caretaker, or any assigned representative of the County of Alpena.

_____ Date _____ Alpena County Maintenance Superintendent

A copy is to be given to the organization and the original is to remain in the Maintenance Superintendent's Office.

INSURANCE REQUIREMENTS FOR USERS OF COUNTY-OWNED PROPERTY

- All users of County-owned property to furnish the County of Alpena an insurance certificate or policy of insurance providing:
- Limits of liability for non-commercial events require coverage \$500,000.
 - Limits of liability for commercial events require coverage of \$1,000,000.
 - The County of Alpena as an additional named insured is required for commercial events.
 - A detailed itemized statement of any policy conditions, limitations or exclusions which modify the coverage in the State of Michigan.
 - Coverage in an insurance company acceptable to the County of Alpena.

FAIRGROUNDS RENTAL LEASE FEES

1. Merchant's Building

NON-PROFIT/FAMILY REUNIONS/WEDDINGS/PICNICS/PARTIES
 \$350 (\$300 per day and \$50 for use of the kitchen)

COMMERCIAL USE (any person/organization using the grounds for a fundraiser or to make money) - \$400

2. Trailer Parking- Campsites
 1-60 campsites - \$26.00 per site
 Weekly campsite - \$160 per site per week
 Monthly campsite - \$525 per site per month
 (The above fee schedule applies for groups that may rent the fairgrounds) Permit for additional campsites and meet all requirements of it
 Dump station fees - \$8.00 for non-campers per use
 Shower fee - \$6.00 for non-campers per use
3. Grandstand/Racetrack Area \$250 per day **NONPROFIT** (any person/organization not charging admittance to the
 \$500 per day **COMMERCIAL** (any person/organization using the grounds for fundraiser/ or to make money) **Set up \$100.00 a day.**
 Clean-up deposit of \$500 for this area.
 Lower level of the grandstand - \$50.00 per day
- 4 & 5. Baseball fields - No charge for use of the fields during daytime hours. No lights are available.
6. Arena - \$60.00 per day + \$50.00 Deposit (\$110.00)
- (a) Draft Horse Barn not available
- (b) Horse Barn (Between May 15th and August 10th - subject to availability)
 with stalls - \$70 per day + \$50.00 deposit (\$120)
- (c) Cattle Barn (Between May 15th and August 10th - subject to availability)
 \$70.00 per day + \$50.00 deposit (\$120.00)
- (d) Swine Barn (Between May 15th and August 10th - subject to availability)
 \$70.00 per day + \$50.00 deposit (\$120.00)
- (e) Sheep Barn - (Between May 15th and August 10th - subject to availability)
 \$70.00 per day + \$50.00 deposit (\$120.00)
- (f) Poultry Barn not available
7. Indoor Winter Storage \$1.75 per square foot
8. Park not available but campsites are available.

NOTE: NO REFUNDS WILL BE ISSUED. NO DATES WILL BE RESERVED WITHOUT FULL PAYMENT.

BAIES\Fairgrounds\Fairgrounds 2020\DL Agreement for rental or use of the alpena county fairgrounds