



## Wexford County

### FINANCE & APPROPRIATIONS COMMITTEE

*Mike Musta, Chair*

#### **NOTICE OF MEETING**

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, December 27, 2022, beginning at 12:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

#### **Extended Meeting Room for Wexford County Finance Committee Meeting**

Due to the elevator being inoperable at this time, the Wexford County Finance Committee will be offering an extended meeting room for those unable reach the Commissioners' Room on the 3rd floor. If this is an accommodation you would like, please ask Security to direct you to the West Wing Conference Room where you will be able to view and participate in the Finance Committee meeting via Zoom.

#### **TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE DECEMBER 08, 2022, REGULAR MEETING MINUTES ..... 1
- F. PUBLIC COMMENTS  
*Designated for topics on the agenda only.*
- G. AGENDA ITEMS
  - 1. Approval of the Claims (*A. Nyman, County Clerk*)
  - 2. Year – to – Date Revenue and Expense Reports..... 3
  - 3. Meyer Veterinarian Services Agreement..... 6
  - 4. Monumentation Surveyor Agreements ..... 13
  - 5. Peer Review Surveyor Agreements ..... 25
  - 6. Sheriff Department Canteen Services Price Increase Extension..... 37
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
**FINANCE & APPROPRIATIONS COMMITTEE MEETING**  
 REGULAR MEETING MINUTES  
 December 08, 2022

The Finance and Appropriations Committee regular meeting was called to order by Chair Michael Musta at 4:00 p.m., in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Chair; Brian Potter, Gary Taylor, and Julie Theobald  
 Members Absent: None.  
 Also Present: Jami Bigger, Deputy County Administrator / HR Director (via Zoom); Megan Kujawa, Sr. Exec Admin Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Joe Porterfield, County Administrator/Equalization Director; and Roxanne Snyder, Register of Deeds.

#### **ADDITIONS OR DELETIONS TO THE AGENDA**

**ADDED: Item G.3. *Recount Team for Election Discussion***

#### **APPROVAL OF THE AGENDA**

**A motion was made by Comm. Taylor and supported by Comm. Theobald to approve the agenda, as amended. A vote was called, all in favor. Motion passed, 4-0.**

#### **APPROVAL OF THE MINUTES**

**A motion was made by Comm. Theobald and supported by Comm. Potter to approve the November 23, 2022 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.**

#### **PUBLIC COMMENTS**

None.

#### **AGENDA ITEMS**

##### ***G.1. Approval of Claims***

**A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$284,583.07 . A vote was called, all in favor. Motion passed, 4-0.**

Madam Clerk Nyman stated that there had been no changes.

##### ***G.2. Budget Amendment(s)***

**A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve the budget amendment dated for December 21, 2022. A vote was called, all in favor. Motion passed, 4-0.**

Chair Musta commented that this was for the surveys for the land purchases.

##### ***G.3. Recount Team for Election Discussion***

Madam Clerk Nyman informed the committee that she had been notified that there has been a statewide recount for Proposals 2 and 3. Random precincts were selected from each County, Precinct 3 was selected for Wexford County, herself and two canvassers are required to go to Traverse City to do the recount. This was not something that was originally budgeted for in the recount budget; however, she has money in her elections budget to cover a set rate for paying the canvassers. The going rate currently is \$20 per hour plus mileage but canvassers will be carpooling her on the drive over to Traverse City.

**A motion was made by Comm. Potter and supported by Comm. Theobald to have Madam Clerk Nyman transfer funds and create a budget amendment to be submitted to the full board to covers the costs of the recount. A vote was called, all in favor. Motion passed, 4-0.**

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

Mr. Porterfield had no comment.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

Chair Musta wanted to inform the Committee that the last Finance meeting of the month on the 28<sup>th</sup>, will be moved to December 27, 2022 at 12:00 p.m.

**ADJOURN**

**A motion was made by Comm. Taylor and supported by Comm. Potter to adjourn the meeting at 4:06 p.m.**

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Michael Musta, Chairman

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Megan Kujawa, Recording Secretary

**REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY**

**PERIOD ENDING 11/30/2022**

**% Fiscal Year Completed: 91.51**

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD AS OF 11/30/2022 NORM (ABNORM)	ACTIVITY OF 11/30/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BUDGET USED
<b>Fund 101 - GENERAL FUND</b>						
Expenditures						
101	COMMISSIONERS	66,822.00	65,798.57	4,618.79	1,023.43	98.47
131	CIRCUIT COURT	331,107.00	282,621.59	26,294.80	48,485.41	85.36
136	DISTRICT COURT	665,559.00	569,892.48	47,932.43	95,666.52	85.63
141	FRIEND OF THE COURT	957,135.00	848,807.03	64,910.01	108,327.97	88.68
147	JURY COMMISSION	3,700.00	3,384.41	7.98	315.59	91.47
148	PROBATE COURT	637,075.00	561,725.01	51,550.60	75,349.99	88.17
149	PROBATE COURT	0.00	2,560.48	65.00	(2,560.48)	100.00
151	PROBATION AND PAROLE	2,700.00	1,986.04	399.11	713.96	73.56
166	CIRCUIT COURT FAMILY COUNS.	68,405.00	45,620.76	5,404.64	22,784.24	66.69
168	PUBLIC DEFENDER	269,330.00	231,905.42	10,166.46	37,424.58	86.10
172	COUNTY ADMINISTRATION	221,658.00	139,052.66	8,803.92	82,605.34	62.73
191	ELECTIONS	80,600.00	35,802.72	17,404.05	44,797.28	44.42
215	COUNTY CLERK	365,093.00	294,646.02	38,269.18	70,446.98	80.70
225	EQUALIZATION	532,541.00	464,622.88	49,425.26	67,918.12	87.25
229	PROSECUTING ATTORNEY	732,358.00	557,167.27	50,034.68	175,190.73	76.08
230	PROS ATTNY CO-OP REIMB	57,843.00	48,357.06	3,789.23	9,485.94	83.60
236	REGISTER OF DEEDS	313,586.00	279,939.21	24,435.61	33,646.79	89.27
245	STATE SURVEY & REMONUMENTATION	46,531.00	15,750.00	0.00	30,781.00	33.85
253	COUNTY TREASURER	410,515.00	335,987.97	29,238.90	74,527.03	81.85
265	BUILDING AND GROUNDS	348,638.00	341,113.41	25,954.25	7,524.59	97.84
266	HUMAN SERVICES BLDG	81,955.00	102,271.45	7,512.88	(20,316.45)	124.79
267	HUMAN RESOURCES DEPARTMENT	82,485.00	76,992.29	6,246.56	5,492.71	93.34
268	DISTRICT HEALTH DEPARTMENT	65,200.00	71,055.19	163.32	(5,855.19)	108.98
270	JAIL - BLDG/GRDS	168,000.00	218,291.82	17,759.05	(50,291.82)	129.94
271	JAIL - BLDG/GRDS CARMEL ST	1,750.00	3,124.33	651.42	(1,374.33)	178.53

**REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY**  
**PERIOD ENDING 11/30/2022**

% Fiscal Year Completed: 91.51

GL NUMBER	DESCRIPTION	2022 AMENDED BUDGET	YTD AS OF	ACTIVITY OF	AVAILABLE	% BUDGET USED
			11/30/2022	11/30/2022	BALANCE	
			NORM	INCREASE	NORM	
			(ABNORM)	(DECREASE)	(ABNORM)	
272	MAINT/STORAGE - BLDG/GRDS	5,850.00	4,706.66	812.53	1,143.34	80.46
275	DRAIN COMMISSION	123,532.00	62,623.46	21,943.23	60,908.54	50.69
282	DEPT OF AGRICULTURE	139,000.00	120,452.49	0.00	18,547.51	86.66
287	ARPA Direct Payment	(20,000.00)	599,845.25	0.00	(619,845.25)	(2,999.23)
290	GEN SERVICES ADMINISTRATION	664,208.00	699,409.64	73,962.46	(35,201.64)	105.30
301	SHERIFF	2,682,899.84	2,190,523.85	212,476.46	492,375.99	81.65
302	SHERIFF COURT SECURITY	20,000.00	0.00	0.00	20,000.00	0.00
315	SECONDARY ROAD PATROL	121,969.00	105,949.81	10,258.95	16,019.19	86.87
331	MARINE	30,792.00	12,896.82	0.00	17,895.18	41.88
333	FEDERAL FOREST	4,000.00	0.00	0.00	4,000.00	0.00
334	SNOWMOBILE	22,939.05	22,528.72	0.00	410.33	98.21
335	ORV GRANT	30,442.00	27,063.52	5,400.75	3,378.48	88.90
351	JAIL	3,011,796.16	2,155,926.57	194,859.58	855,869.59	71.58
362	STATE GRANT PA 511	107,609.00	91,225.65	9,766.05	16,383.35	84.78
363	ENHANCEMENT	215,954.00	181,458.90	14,212.04	34,495.10	84.03
426	EMERGENCY MANAGEMENT	132,608.00	124,131.13	6,596.53	8,476.87	93.61
526	SANITARY LANDFILL	65,584.00	55,443.16	3,769.81	10,140.84	84.54
605	CONTAGIOUS DISEASES	700.00	445.50	129.61	254.50	63.64
648	MEDICAL EXAMINER	97,400.00	75,983.91	2,017.38	21,416.09	78.01
681	VETERANS BURIAL	9,000.00	10,500.00	1,800.00	(1,500.00)	116.67
861	FRINGE BENEFITS	0.00	(2,503.43)	(7,718.79)	2,503.43	100.00
890	CONTINGENCIES	50,000.00	0.00	0.00	50,000.00	0.00
965	TRANSFERS	1,173,772.00	986,777.37	16,794.32	186,994.63	84.07
966	APPROPRIATIONS	585,476.00	589,959.93	13,053.20	(4,483.93)	100.77
<b>TOTAL REVENUES</b>		15,786,117.05	14,720,668.50	722,943.92	1,065,448.55	93.25
<b>TOTAL EXPENDITURES</b>		15,786,117.05	13,713,824.98	1,071,172.24	2,072,292.07	86.87

**REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY**

**PERIOD ENDING 11/30/2022**

**% Fiscal Year Completed: 91.51**

<b>GL NUMBER</b>	<b>DESCRIPTION</b>	<b>2022 AMENDED BUDGET</b>	<b>YTD BALANCE 11/30/2022 NORM (ABNORM)</b>	<b>ACTIVITY FOR 11/30/2022 INCREASE (DECREASE)</b>	<b>AVAILABLE BALANCE NORM (ABNORM)</b>	<b>% BUDGET USED</b>
<b>Fund 225 - ANIMAL CONTROL</b>						
TOTAL REVENUES		264,322.01	241,196.05	1,170.17	23,125.96	91.25
TOTAL EXPENDITURES		264,322.01	225,545.10	19,149.50	38,776.91	85.33
<b>Fund 243 - COURT SECURITY FUND</b>						
TOTAL REVENUES		156,170.00	120,630.24	10,247.61	35,539.76	77.24
TOTAL EXPENDITURES		156,170.00	120,444.90	10,119.89	35,725.10	77.12
<b>Fund 249 - BUILDING INSPECTIONS DEPT.</b>						
TOTAL REVENUES		249,750.00	265,491.94	14,662.25	(15,741.94)	106.30
TOTAL EXPENDITURES		196,127.00	154,969.15	13,495.45	41,157.85	79.01
<b>Fund 259 - INDIGENT DEFENSE FUND</b>						
TOTAL REVENUES		1,147,096.00	672,791.40	19.59	474,304.60	58.65
TOTAL EXPENDITURES		1,147,096.00	824,295.30	77,246.97	322,800.70	71.86
<b>Fund 261 - 911-WIRELESS</b>						
TOTAL REVENUES		1,031,879.00	714,060.69	85,693.14	317,818.31	69.20
TOTAL EXPENDITURES		1,031,879.00	930,106.04	74,907.84	101,772.96	90.14
<b>Fund 292 - CHILD CARE FUND</b>						
TOTAL REVENUES		518,500.00	115,901.76	12,902.56	402,598.24	22.35
TOTAL EXPENDITURES		518,500.00	366,468.65	42,130.75	152,031.35	70.68
<b>TOTAL REVENUES - ALL FUNDS</b>		<b>3,367,717.01</b>	<b>2,130,072.08</b>	<b>124,695.32</b>	<b>1,237,644.93</b>	<b>63.25</b>
<b>TOTAL EXPENDITURES - ALL FUNDS</b>		<b>3,314,094.01</b>	<b>2,621,829.14</b>	<b>237,050.40</b>	<b>692,264.87</b>	<b>79.11</b>

## VETERINARIAN SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this date December \_\_\_\_, 2022, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of **WEXFORD COUNTY ANIMAL CONTROL**, with offices and facilities located at 1406 6<sup>th</sup> Avenue, Cadillac, Mi 49601 (hereinafter referred to as the "Department") and **MEYER VETERINARY CLINIC**, located at 1544 McKinley, Cadillac, Mi 49601 (hereinafter referred to as the "Contractor").

### WITNESSETH:

**WHEREAS**, the County requires for the Department, on an independent contractor basis, the professional veterinarian services of a veterinarian licensed to practice veterinary medicine in the State of Michigan; and

**WHEREAS**, the Contractor is a licensed veterinarian who maintains a private veterinary medicine practice in Cadillac, Michigan; and

**WHEREAS**, the Contractor agrees to perform the professional veterinarian services which the County requires for the Department on an independent contractor basis.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **Services to be Provided.** The Contractor shall furnish the Department with professional veterinary services, including, but not limited to:

- A. Consultation when and as needed by the Department on matters pertaining to veterinary medicine.
- B. Providing the Department's staff with technical advice and training for contagious disease control, vaccination of animals, euthanasia of animals as required by law, sanitation, and health care of animals at the Wexford County Animal Shelter.
- C. Conduct examinations of animals when and as needed by the Department.
- D. Provide such other professional veterinarian services as the Department may require.
- E. Procure and maintain a drug license for purchasing drugs for use in the euthanasia of animals and/or tranquilizing animals.

2. **Time in Which Services are to be Performed.** The services to be rendered pursuant to this Agreement by the Contractor shall be provided to the

Department Monday through Friday, five (5) days a week, for a maximum of twelve (12) hours per week. The specific times and locations for rendering such services shall be as mutually agreed upon from time to time by the Department's Director and the Contractor. However, notwithstanding the foregoing, the Contractor agrees to be available for full consultation as may be needed in the event of emergencies or unanticipated difficulties within the Department.

3. **Compensation.** It is expressly understood and agreed that the County shall pay the Contractor for the services performed under this Agreement, as specified on Attachment "A", Fee Schedule.

4. **Method of Payment of Compensation.** At the end of each month in which this Agreement is in effect, the Contractor shall submit a bill to the County for the sum due for the month just ending. Each bill shall set forth the dates and hours worked at the Department, the total sum due and such additional information regarding the services performed under this Agreement as the County may require. The County shall process each bill and pay the sum due and owing the Contractor in accordance with the County's procedure for payment of Accounts Payable.

5. **Supplies.** The County shall provide all necessary drugs and related supplies needed to provide adequate care for the animals at the County's Animal Shelter. Should the Contractor, while providing services pursuant to this Agreement, have any questions, concerns, or problems with respect to appropriate support personnel and supplies, the Contractor shall communicate the questions, concerns or problems to the Department's Director.

6. **Retention of Records.** The Department shall have sole and exclusive right to the retention of all records pertaining to the animals placed at the County's Animal Shelter and the services rendered pursuant to this Agreement. The Contractor, however, shall have access to all such records required to perform the services to be provided under this Agreement.

7. **Compliance with the Law and Licensing Requirements.** The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations. The Contractor shall also meet all Federal, State, and local license and authorization requirements for the practice of veterinary medicine and surgery. Failure by the Contractor to obtain and/or maintain any required license and authorization requirements and/or the loss of the same, shall result in the immediate and automatic termination of this Agreement.

8. **Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to,



the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended; and The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Any violation of Federal State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the Contractor is providing services to the County shall be regarded as a material breach of this Agreement and the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

9. **Independent Contractor.** It is expressly understood and agreed that the Contractor is an independent contractor and that he shall in no way be deemed to be and shall not hold himself out as an employee, servant or agent of the County. The Contractor shall be responsible for the withholding and payment of all taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments. The Contractor shall not be entitled to any fringe benefits which the County provides to its employees including, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity.

10. **Indemnification and Hold Harmless.** The Contractor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees that they may incur as a result of any failure to comply with the terms of this Agreement, violation of any applicable federal or State of Michigan law, rule or regulation, an intentional tort or negligent acts or omissions by the Contractor or any of his employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its elected and appointed officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

11. **Insurance.** The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with of liability not less than \$1,000,000.00 per occurrence and/or

aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$500,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with limits of liability of not less than \$1,000,000.00 per claim.
- E. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford, all the County of Wexford's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof and shall be considered to be primary coverage to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- F. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Wexford County Administrator, 437 E. Division St., Cadillac, MI 49601".
- G. Proof of Insurance - The Contractor shall provide to the County of Wexford at the time that the copies of this Agreement are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- H. Continuation of Coverage - If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the Wexford County Administrator at least ten (10) days prior to the expiration date.

12. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. The County and Contractor mutually agree that the venue for the bringing and maintaining of any action law or in equity that arises out of this Agreement shall be established in accordance statutes and Court Rules of the State of Michigan. In the event an action is brought in federal court, the County and Contractor agree that the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

13. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

14. **Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

15. **Assignment or Subcontracting.** During times of illness, vacation, or leaves of absence for other reasons, the Contractor shall, subject to the approval of the Department's Director, assign through subcontracts licensed veterinarians to provide services required under this Agreement. The Contractor shall be responsible for the acts, omissions or errors of such veterinarians in their performance of services required under this Agreement. The Contractor shall also be solely responsible for payment of any compensation to be received by such veterinarians. The Contractor, except as otherwise provided in this section, shall not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement.

16. **Purpose of Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. **Agreement Period, Option to Renew and Termination.** The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2023, and shall continue to the 31<sup>st</sup> day of December 2025, at which time it shall terminate unless extended as authorized in this Agreement.

The County shall, in its sole discretion, have four (4) options to renew the term of this Agreement by one (1) additional year for each option. The first option, if exercised, will extend the term of the Agreement to December 31, 2023; the second option to December 31, 2024; the third option to December 31, 2025, and the fourth option to December 31, 2022. It is expressly understood and agreed that this Agreement may not be extended beyond December 31, 2025. To exercise its options to renew, the County shall notify the Contractor in writing prior to the end of the initial term for the first-year extension and in writing prior to the end of each extended term. If such notice is not given, this Agreement shall terminate at the end of its current term.

Notwithstanding any other provision in this Agreement to the contrary, either of the parties to this Agreement may terminate this Agreement upon thirty (30) days prior written notification to the other party.

19. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, it shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

20. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF WEXFORD**

By: \_\_\_\_\_  
Gary Taylor  
Chairman, Wexford County  
Board of Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alaina Nyman, County Clerk

Date: \_\_\_\_\_

**CONTRACTOR**

By: Allen D Meyer DVM  
Allen Meyer, DVM

Date: 12-14-2022

Office Call	54
Emergency Fee	75 to 100
Nail Trim	\$14.00/\$18.00
Tails 16 Per Pup	Plus OC 54
Dews 10 Per Pup	Plus OC 54
Litter of Puppies Vaccs	22.50 per puppy
Anal Sac Expression	42
Anal Sac w/ OC	29
Trang with Ace	22
Trang with Gas	48
Beak, Wfrngs, Nails-Bird	47
<b>Canine Vaccination</b>	
DHLP	54(w/ wellness)
Bordetella	16 or 20.50 (No OC)
Rabies	57.50 (w/ wellness)
Heartworm Test	36
Fecal	36
Lyme	34
Influenza H3N2 H3N8	36
P1 Puppy	79
P2 Puppy	48
P3 Puppy	89
P4 Puppy	37.00, 73.00
P5 Puppy	86.5
<b>Feline Vaccination</b>	
Rabies	18.5
FVRCP	54.00 (w/ wellness)
Leukemia	18
Leuk/FIV test	57
Wellness	39
K1 Kitten	138
K2 Kitten	68
K3 Kitten	86.5

### Surgeries

#### K9 neuter

< 50 lbs	155
51-100 lbs	168
> 100 lbs	220
Cryptorchid	360

#### K9 spay

< 50 lbs	188
50-100 lbs	198
> 100 lbs	225
Pregnant/in heat	80

#### Feline Neuter

Neuter	80
Neuter 2 paw W/ las pp	230
Neuter 4 paw W/ las pp	270

#### Feline Spay

Spay	150
Spay 2 paw W/ las pp	260
Spay 4 paw W/ las pp	300
Pregnant	65 and up

#### Declaw

2 paw W/ las pp	205
4 paw W/ las pp	365

#### Options

Pain Pack	29
Laser	50
EKG	19
Pre anesthetic blood	52
X-rays	132

### Euthanasia

Feline	76
< 20	78
21-50	80
51-75	90
> 76	110

#### Cremation

Group < 90	72
Group > 90	98
0-2 Pocket Pet	130
0-20	195
21-40	207
41-60	230
61-80	240
81-100	240
> 100	296

#### Boarding

Feline	20.5
0-40	23
41-75	24
> 75	25
Bath 1-40	26
Bath 41-75	28
Bath > 75	32
Romp and Play Single	11 a day
Romp and Play Group	15.00 a day
Comfort Cushion	1 a day
MICROCHIP	48
Urgent Care Visit	90

PROFESSIONAL SERVICES AGREEMENT  
(2023)

This AGREEMENT made as of November 4, 2022 between

**WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN**

**OWNER,**

and

ATWELL, 7192 E. 34 ROAD, SUITE 4, CADILLAC MI 49601

**MONUMENTATION SURVEYOR**

**SECTION 1 – ASSIGNMENT**

- 1.1\_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.
- 1.2\_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

**SECTION 2 – BASIC SERVICES**

- 2.1 **MONUMENTATION SURVEYOR** shall perform the following services:
- 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.
- 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.
- 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.
- 2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.
- 2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

### **SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the county grant representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
  - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
  - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

### **SECTION 4 – PERIOD OF SERVICE**

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

### **SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

### **SECTION 6 – INSURANCE**

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman's Compensation	as required by law
	Professional Liability	\$1,000,000

(Insured must comply with Wexford County Policy C-8.0)

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.



In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

**OWNER**

**MONUMENTATION SURVEYOR**

**ATWELL**

7192 E 34 ROAD, SUITE 4  
CADILLAC, MI 49601

\_\_\_\_\_  
Wexford County Chairman,



\_\_\_\_\_  
Signature of authorized representative,  
J. DEAN GEERS

\_\_\_\_\_  
Date

*12-6-2022*  
\_\_\_\_\_  
Date

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**ATWELL**  
**(2023)**

**Dated: 11/4/2022**

**ASSIGNMENT**

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

**Atwell – 20 Corners**

South Branch Township – T21N, R12W

E-5, E-6

F-5

G-5, G-6

H-5

I-2, I-3, I-4, I-5, I-6

J-3, J-5

K-2, K-3, K-4, K-5, K-6

L-3, L-5

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2023
- Complete **ASSIGNMENT** by December 11, 2023

**PAYMENT**

When research is complete	\$ 200.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 900.00 per corner

**Per Corner Fee - \$ 1,100.00**  
**Total 20 Corners - \$ 22,000.00**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IMA, Inc. - Wichita Division PO Box 2992 Wichita KS 67201		<b>CONTACT NAME:</b> IMA Wichita Team <b>PHONE (A/C, No, Ext):</b> 316-267-9221 <b>E-MAIL ADDRESS:</b> certs@imacorp.com		<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A :</b> Old Republic Insurance Company		24147
		<b>INSURER B :</b> The Continental Insurance Company		35289
		<b>INSURER C :</b> National Fire & Marine Insurance Company		20079
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 31830694      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY31246022	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Proj/Loc Aggregate \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWBT31245922	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6011536932	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			MWC31246122	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution Liability			42EPP30381306	3/1/2022	3/1/2023	Per Claim \$10,000,000 Aggregate \$10,000,000 Per Claim Retention \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers Compensation does not include Ohio statutory coverage. Employers Liability limits include Stop Gap Coverage for the State of Ohio, subject to the policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Wexford County  
 437 E Division St  
 Cadillac MI 49601-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Brenda Vincent*

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PROFESSIONAL SERVICES AGREEMENT  
(2023)

This AGREEMENT made as of November 4, 2022 between

**WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN**

**OWNER,**

and

CC LAND SURVEYING, 1411 E M-55, CADILLAC MI 49601

**MONUMENTATION SURVEYOR**

**SECTION 1 – ASSIGNMENT**

- 1.1\_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.
- 1.2\_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

**SECTION 2 – BASIC SERVICES**

- 2.1 **MONUMENTATION SURVEYOR** shall perform the following services:
- 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.
- 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.
- 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.
- 2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.
- 2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

**SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the county grant representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
  - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
  - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

**SECTION 4 – PERIOD OF SERVICE**

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

**SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

**SECTION 6 – INSURANCE**

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:
  - 6.1.1 Public Liability/Property Damage \$1,000,000
  - Automobile \$1,000,000
  - Workman’s Compensation as required by law
  - Professional Liability \$1,000,000(Insured must comply with Wexford County Policy C-8.0)

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

**OWNER**

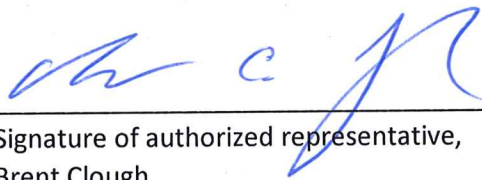
**MONUMENTATION SURVEYOR**

**CC LAND SURVEYING**

1411 E M-55

CADILLAC MI 49601

\_\_\_\_\_  
Wexford County Chairman,

  
\_\_\_\_\_  
Signature of authorized representative,  
Brent Clough

\_\_\_\_\_  
Date

12-2-22  
\_\_\_\_\_  
Date

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**CC LAND SURVEYING**  
**(2023)**

**Dated: 11/4/2022**

**ASSIGNMENT**

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

**CC Land Surveying – 20 Corners**

Henderson Township – T21N, R11W

G-4, G-5, G-6, G-7

H-3, H-5, H-7

I-2, I-3, I-4, I-8, I-9

J-3, J-7, J-9

K-6, K-8, K-9

L-7, L-9

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2023
- Complete **ASSIGNMENT** by December 11, 2023

**PAYMENT**

When research is complete	\$ 200.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 900.00 per corner

**Per Corner Fee - \$ 1,100.00**  
**Total 20 Corners - \$ 22,000.00**





PROFESSIONAL SERVICES AGREEMENT  
(2023)

The **AGREEMENT** made as of November 4, 2022 between  
WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

**OWNER,**

And

BILL SIKKEMA, 6549 20 MILE MARION MI 49665

**PEER REVIEW SURVEYOR.**

**SECTION 1 – ASSIGNMENT**

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

**SECTION 2 – BASIC SERVICES**

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
  - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
  - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
  - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

**SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the County Grant Representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.

3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

#### **SECTION 4 – PERIOD OF SERVICE**

4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

#### **SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$575.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.
- 5.2 **OWNER** will release pay to **PEER REVIEW SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 County Grant Representative will submit pay requests on behalf of the **PEER REVIEW SURVEYOR** to the county Grant Administrator detailing the work completed and for which payment is being requested.

#### **SECTION 6**

- 6.1 **OWNER** and **PEER REVIEW SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by this **AGREEMENT** and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
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This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

\_\_\_\_\_  
Wexford County Chairman,

*Bill Sikkema*

\_\_\_\_\_  
Bill Sikkema, P.S.

\_\_\_\_\_  
Date

*12/2/22*

\_\_\_\_\_  
Date

PROFESSIONAL SERVICES AGREEMENT  
(2023)

The **AGREEMENT** made as of November 4, 2022 between  
**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

BRENT CLOUGH, 1411 E. M-55, CADILLAC MI 49601

**PEER REVIEW SURVEYOR.**

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- 6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.
- 6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written instrument.

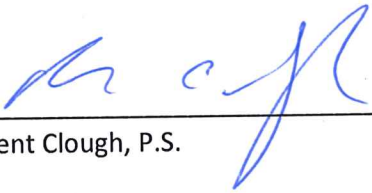
In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

**OWNER**

**PEER REVIEW SURVEYOR**

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Wexford County Chairman,



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Brent Clough, P.S.

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Date

12-2-22

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Date

**PROFESSIONAL SERVICES AGREEMENT  
(2023)**

The **AGREEMENT** made as of November 4, 2022 between  
**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

CRAIG MCVEAN, 116 VINE STREET, CADILLAC MI 49601

**PEER REVIEW SURVEYOR.**

**SECTION 1 – ASSIGNMENT**

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

**SECTION 2 – BASIC SERVICES**

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
  - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
  - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
  - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

**SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the County Grant Representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.



3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

#### **SECTION 4 – PERIOD OF SERVICE**

4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

#### **SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$575.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.
- 5.2 **OWNER** will release pay to **PEER REVIEW SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 County Grant Representative will submit pay requests on behalf of the **PEER REVIEW SURVEYOR** to the county Grant Administrator detailing the work completed and for which payment is being requested.

#### **SECTION 6**

- 6.1 **OWNER** and **PEER REVIEW SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by this **AGREEMENT** and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.
- 6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written instrument.


In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

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Wexford County Chairman,

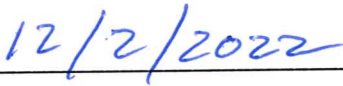


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CRAIG MCVEAN, P.S.

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Date



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Date

PROFESSIONAL SERVICES AGREEMENT  
(2023)

The **AGREEMENT** made as of November 4, 2022 between  
**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

GEORGE SMITH, 8651 S. SEELEY RD., CADILLAC MI 49601

**PEER REVIEW SURVEYOR.**

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In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

\_\_\_\_\_  
Wexford County Chairman,

  
\_\_\_\_\_  
George Smith, P.S.

\_\_\_\_\_  
Date

12-2-22  
\_\_\_\_\_  
Date



353 S. Michigan Ave., P. O. Box 160, Coldwater, MI 49036 ~ Phone (877) 922-6833 ~ Fax (517) 279-9650

December 12, 2022

Lt. Mike McDaniel  
Wexford County Sheriff's Office  
1015 Lincoln St.  
Cadillac, MI 49601

RE: Inmate Food Service price change

Dear Lt. McDaniel,

As a follow-up regarding our Food Service program; effective with the breakfast meal Tuesday, December 13, 2022, Canteen Services, Inc. will implement a temporary \$0.32 (thirty-two cent) per meal increase.

Our primary objective is to fulfill our commitment to serve nutritious, healthy, and appetizing meals to the inmates in your facility.

Tigg's Canteen Services appreciates your understanding and support of this increase during these trying economic times. In six (6) months we will review the financial situation as it relates to our market, the stability and availability of food items and staffing resources, to determine the need to continue or adjust this amount for an additional six (6) months.

We greatly value our partnership and sincerely hope you understand this difficult decision was made of necessity to continue providing the service you expect.

Please acknowledge receipt and acceptance of this price change notification in the box below and return to me as soon as possible.

Sincerely,

*Michael Stump*

Michael Stump  
V.P. of Commissary and Business Development

*I acknowledge & accept the \$0.32/per meal price change stated above to be effective December 13, 2022.*

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*Signature*

*Wexford County Sheriff's Office  
authorized representative*

*Date \_\_\_\_\_*