



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 Wednesday, November 22, 2023, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE MEETING MINUTES
 - 1. October 25, 2023, Regular Meeting Minutes..... 1
 - 2. November 13, 2023, Special Meeting Minutes..... 4
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Approval of the Claims *(Clerk's Office)*
 - 2. Revenue and Expense Report..... 6
 - 3. Year-End Budget Amendments 9
 - 4. Monumentation Surveyor Agreements 10
 - 5. Peer Review Surveyor Agreements 21
- 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
 October 25, 2023

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

Members Present: Michael Musta, Gary Taylor, Brian Potter and Julie Theobald
 Members Absent: None
 Also Present: Travis Baker, Central Dispatch Director; Jami Bigger, Deputy County Administrator/HR Director; Megan Kujawa, Senior Executive Administrative Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; and Members of the Public

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: G.8. Ottawa County Juvenile Bed Rental Agreement, G.9. 2023 Bulk Paper Purchase, and G.10. Fiscal Year 2023 MSP EMPG Grant

APPROVAL OF THE AGENDA

A motion was made by Comm. Taylor and supported by Comm. Potter 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 October 12, 2023 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 \$433,378.31. A vote was called, all in favor. Motion passed, 4-0.

G.2. Revenue and Expense Report

A report was provided in the packet. No concerns were cited.

G.3. FY 2024 Snowmobile Grant Agreement

A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve the Sheriff's Office Fiscal Year 2024 Snowmobile Grant Agreement. A vote was called, all in favor. Motion passed, 4-0.

G.4. Central Dispatch MEVO Anywhere Mobile Kit Purchase

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the purchase of MEVO Anywhere Mobile Kit in the amount of \$7,755.37 and a yearly annual service fee of \$2,235.19 and to waive the three-quote requirement in accordance with Section I. of Policy D-1.0 Purchasing Contracts and Sales. A vote was called, all in favor. Motion passed, 4-0.

G.5. Council on Aging Fiscal Year 2024 Budget

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve the Council on Aging Fiscal Year 2024 Budget. A vote was called, all in favor. Motion passed, 4-0.

G.6. ARPA Funds – WWI Memorial Wall Match Donation

A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve donating \$12,500 of ARPA Funds to complete the WWI Memorial Wall Project. A vote was called, all in favor. Motion passed, 4-0.

G.7. ARPA Funds – Lake Mitchell Sewer Authority

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve awarding the Lake Mitchell Sewer Authority \$100,000 of ARPA funds for their sewer utility improvement project.

Comm. Theobald expressed concerns if the Authority had the remaining funds needed to complete the project and if the funds that they were receiving from the County would be used within the guidelines of ARPA.

Ms. Bigger stated that this has been on the ARPA committee's list for awhile and that there is a subrecipient agreement drawn up by legal counsel. The guidelines are laid out in the agreement. The agreement would have to go back to legal for review and also be approved by the Lake Mitchell Sewer Authority and the Board.

A vote was called, all in favor. Motion passed, 4-0.

G.8. Ottawa County Juvenile Bed Rental Agreement

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve the presented Ottawa County Juvenile Detention Center Bed Rental Agreement for a three-year term beginning October 01, 2023 and expiring September 30, 2026. A vote was called, all in favor. Motion passed, 4-0.

G.9. 2023 Bulk Paper Purchase

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward the bid for the 2023 Bulk Paper Purchase from Central Michigan Paper in the amount of \$14,602.90 to the full board to be awarded. A vote was called, all in favor. Motion passed, 4-0.

G.10. Fiscal Year 2023 MSP EMPG

A motion was made by Comm. Potter and supported by Comm. Taylor to forward a recommendation to the full board to approve the MSP Emergency Management Grant Agreement for fiscal year 2023. A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Ms. Bigger stated that one of the Sheriff's patrol cars was in an accident and due to the amount of damage to the vehicle it is likely totaled. There will be a vehicle auction in the near future to get rid of vehicles

that aren't being used.

PUBLIC COMMENTS

Mr. Don Kosmider from Cadillac, wanted to inform the committee that when the Board of Commissioner meetings are played back on YouTube it appears that the podium microphone is turned down. He also requested the County cut all funding to District Health Department #10.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Potter to adjourn the meeting at 4:17 p.m. A vote was called, all in favor. Motion passed, 4-0.

Michael Musta, Chair

Megan Kujawa, Recording Secretary

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
 SPECIAL MEETING MINUTES
 November 13, 2023

The special meeting was called to order by Chair Michael Musta at 4:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Gary Taylor, Brian Potter and Julie Theobald
 Members Absent: None
 Also Present: Jami Bigger, Deputy County Administrator/HR Director; Honorable Judge Jason Elmore; Megan Kujawa, Senior Executive Administrative Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Joe Porterfield, County Administrator/Equalization Director; and Mistine Stark, Community Corrections Manager

APPROVAL OF THE AGENDA

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

PUBLIC COMMENTS

None.

AGENDA ITEMS

E.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Taylor to approve paying the bills in the amount of \$311,452.32. A vote was called, all in favor. Motion passed, 4-0.

E.2. Community Corrections Full-Time Compensation Request

Mr. Porterfield, County Administrator, informed the committee that per the letter from Honorable Judge Elmore that was included in the packet, Judge Elmore is requesting that instead of the two staff members in the Community Corrections office receiving "flextime" for their on-call hours that they receive a flat rate of \$20/day. This would make it consistent with other court offices.

Ms. Stark, Community Corrections Manager, informed the committee that they are unable to use their flextime due to the decrease in staffing in the office and that it is near impossible to use the time to take off because of someone needing to be in the office and be in court. If they were to use the time the office would have to be closed.

Mr. Porterfield stated that legal counsel's recommendation is to wait for union negotiations that take place in early fall of 2024.

The Committee asked Mr. Porterfield to reach out to legal to discuss moving forward with a Letter of Understanding with the union.

E.3. 2023-2024 ORV Grant

A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve the Sheriff's Office Fiscal Year 2023-2024 ORV Grant Agreement. A vote was called, all in favor. Motion passed, 4-0.

E.4. Fiscal Year 2024 Draft Budget

Mr. Porterfield informed the Committee that he is recommending using \$500,000.00 of ARPA money and \$22,644.00 from fund balance. Mr. Porterfield stated that moving forward we are going to have to look what we can do without the help of ARPA money. He is hopeful the Legislature will allocate more money to the courts to help offset the increase in cost to counties because of criminal justice reform. The Courts are where our biggest shortfalls currently are. We are also hopeful they will move forward with creating the revenue sharing trust fund the Michigan Association of Counties has been working on. This will help toward getting counties closer to what they should have been getting all along since they were reduced in 2008 and guarantee some stability moving forward.

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward to the full board for approval the proposed Fiscal Year 2024 budget incorporating all changes approved by the Finance Committee on November 13, 2023. A vote was called, all in favor. Motion passed, 4-0.

G.5. Resolution 23-19 Winter Millage Rate

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve Resolution 23-19 2023 Winter Millage Rate for Fiscal Year 2024 Budget. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

Comm. Theobald asked about the unclaimed funds from Treasury and Mr. Porterfield informed the Committee that the application was submitted, and they are waiting to receive the monies. It is roughly \$13,000, that is to be divided amongst several different areas, such as County Office, Courts, and the Road Commission.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Potter and supported by Comm. Taylor to adjourn the meeting at 4:15 p.m. A vote was called, all in favor. Motion passed, 4-0.

Michael Musta, Chair

Megan Kujawa, Recording Secretary

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 10/31/2023
 % Fiscal Year Completed: 83.29

GL #	DESCRIPTION	2023 BUDGET	AMENDED BUDGET	YTD 10/2023 NORM (ABNORM)	ACTIVITY FOR 10/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101	COMMISSIONERS		118,769.00	97,492.78	9,697.47	21,276.22	82.09
131	CIRCUIT COURT		359,679.00	279,433.72	28,258.28	80,245.28	77.69
136	DISTRICT COURT		682,559.00	552,180.86	54,703.91	130,378.14	80.90
141	FRIEND OF THE COURT		1,061,553.00	822,132.78	71,017.09	239,420.22	77.45
147	JURY COMMISSION		5,300.00	3,200.47	6.00	2,099.53	60.39
148	PROBATE COURT		691,948.00	533,742.43	52,332.62	158,205.57	77.14
149	PROBATE COURT		0.00	270.00	0.00	(270.00)	100.00
151	PROBATION AND PAROLE		2,700.00	926.58	0.00	1,773.42	34.32
166	CIRCUIT COURT FAMILY COUNS.		65,055.00	49,965.77	5,231.78	15,089.23	76.81
168	PUBLIC DEFENDER		271,380.00	211,325.18	19,323.97	60,054.82	77.87
172	COUNTY ADMINISTRATION		137,351.00	101,593.81	10,110.90	35,757.19	73.97
191	ELECTIONS		29,550.00	4,754.49	495.48	24,795.51	16.09
215	COUNTY CLERK		380,095.00	275,531.99	25,427.60	104,563.01	72.49
225	EQUALIZATION		560,794.00	421,718.18	41,638.56	139,075.82	75.20
229	PROSECUTING ATTORNEY		774,779.00	512,637.13	51,912.40	262,141.87	66.17
230	PROS ATTNY CO-OP REIMB		73,544.00	56,361.83	4,764.16	17,182.17	76.64
236	REGISTER OF DEEDS		336,178.00	249,483.04	25,721.22	86,694.96	74.21
245	STATE SURVEY & REMONUMENTATION		49,898.00	13,263.50	0.00	36,634.50	26.58
253	COUNTY TREASURER		430,002.00	322,483.46	30,809.93	107,518.54	75.00
265	BUILDING AND GROUNDS		491,380.00	324,076.01	25,041.67	167,303.99	65.95
266	HUMAN SERVICES BLDG		130,000.00	94,672.45	7,791.71	35,327.55	72.82
267	HUMAN RESOURCES DEPARTMENT		87,344.00	72,405.12	7,062.91	14,938.88	82.90
268	DISTRICT HEALTH DEPARTMENT		88,200.00	70,775.57	5,951.85	17,424.43	80.24
270	JAIL - BLDG/GRDS		239,500.00	187,168.15	16,313.32	52,331.85	78.15
271	JAIL - BLDG/GRDS CARMEL ST		3,300.00	3,804.39	330.99	(504.39)	115.28
272	MAINT/STORAGE - BLDG/GRDS		6,770.00	5,091.80	244.88	1,678.20	75.21

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 10/31/2023

% Fiscal Year Completed: 83.29

GL #	DESCRIPTION	2023 BUDGET	AMENDED BUDGET	YTD 10/2023 NORM (ABNORM)	ACTIVITY FOR 10/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
275	DRAIN COMMISSION		105,980.00	35,937.98	3,102.41	70,042.02	33.91
282	DEPT OF AGRICULTURE		120,000.00	112,897.22	164.07	7,102.78	94.08
287	ARPA Direct Payment		392,869.00	726,398.39	21,500.00	(333,529.39)	184.90
290	GEN SERVICES ADMINISTRATION		817,800.00	683,586.52	15,712.48	134,213.48	83.59
301	SHERIFF		2,905,753.50	2,089,163.85	109,327.46	816,589.65	71.90
315	SECONDARY ROAD PATROL		129,353.00	58,150.34	11,268.87	71,202.66	44.95
331	MARINE		33,360.00	9,640.62	1,061.26	23,719.38	28.90
333	FEDERAL FOREST		4,000.00	5,271.92	0.00	(1,271.92)	131.80
334	SNOWMOBILE		35,703.00	10,695.77	0.00	25,007.23	29.96
335	ORV GRANT		31,271.00	10,511.39	3,678.39	20,759.61	33.61
351	JAIL		3,235,889.50	2,296,656.45	290,797.87	939,233.05	70.97
362	STATE GRANT PA 511		120,000.00	98,078.98	11,868.81	21,921.02	81.73
363	ENHANCEMENT		154,318.00	111,370.44	12,257.76	42,947.56	72.17
426	EMERGENCY MANAGEMENT		96,990.00	63,005.50	4,952.59	33,984.50	64.96
526	SANITARY LANDFILL		66,600.00	47,063.57	1,370.65	19,536.43	70.67
605	CONTAGIOUS DISEASES		500.00	148.87	108.75	351.13	29.77
648	MEDICAL EXAMINER		99,900.00	78,587.22	8,922.25	21,312.78	78.67
681	VETERANS BURIAL		10,000.00	9,000.00	900.00	1,000.00	90.00
861	FRINGE BENEFITS		0.00	7,339.94	(9,041.30)	(7,339.94)	100.00
965	TRANSFERS		1,101,090.00	776,334.65	17,048.67	324,755.35	70.51
966	APPROPRIATIONS		603,000.00	487,042.12	12,628.58	115,957.88	80.77
TOTAL EXPENDITURES			17,142,005.00	12,983,373.23	1,011,818.27	4,158,631.77	75.74
Fund 101 - GENERAL FUND:							
TOTAL REVENUES			17,142,005.00	14,894,692.21	1,207,894.39	2,247,312.79	86.89
TOTAL EXPENDITURES			17,142,005.00	12,983,373.23	1,011,818.27	4,158,631.77	75.74

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 10/31/2023

% Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	YTD 10/2023 (ABNORM)	ACTIVITY FOR 10/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 225 - ANIMAL CONTROL:						
TOTAL REVENUES		335,333.00	246,798.58	2,722.00	88,534.42	73.60
TOTAL EXPENDITURES		335,333.00	274,716.08	20,351.32	60,616.92	81.92
Fund 243 - COURT SECURITY FUND:						
TOTAL REVENUES		137,222.00	102,335.66	9,790.17	34,886.34	74.58
TOTAL EXPENDITURES		137,222.00	97,489.42	9,794.69	39,732.58	71.05
Fund 249 - BUILDING INSPECTIONS DEPT.:						
TOTAL REVENUES		267,000.00	261,388.48	30,612.75	5,611.52	97.90
TOTAL EXPENDITURES		197,340.00	149,481.42	17,001.64	47,858.58	75.75
Fund 259 - INDIGENT DEFENSE FUND:						
TOTAL REVENUES		1,267,215.00	758,335.78	0.00	508,879.22	59.84
TOTAL EXPENDITURES		1,267,215.00	929,513.91	116,125.20	337,701.09	73.35
Fund 261 - 911-WIRELESS:						
TOTAL REVENUES		1,400,000.00	758,637.47	267,254.92	641,362.53	54.19
TOTAL EXPENDITURES		1,131,705.00	911,233.10	75,519.52	220,471.90	80.52
NET OF REVENUES & EXPENDITURES		268,295.00	(152,595.63)	191,735.40	420,890.63	56.88
Fund 292 - CHILD CARE FUND:						
TOTAL REVENUES		523,000.00	165,381.17	40,334.52	357,618.83	31.62
TOTAL EXPENDITURES		523,000.00	352,607.75	37,655.42	170,392.25	67.42
TOTAL REVENUES - ALL FUNDS		3,929,770.00	2,292,877.14	350,714.36	1,636,892.86	58.35
TOTAL EXPENDITURES - ALL FUNDS		3,591,815.00	2,715,041.68	276,447.79	876,773.32	75.59

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: November 22, 2023
SUBJECT: Year-End Budget Adjustments

SUMMARY OF ITEM TO BE PRESENTED:

With the budget year coming to an end, the County Administrator and Treasurer are requesting permission to transfer funds from one department to another without Board approval to ensure that no department is in the negative at the end of the year.

RECOMMENDATION:

Administration recommends the Finance Committee forward a recommendation to the full board to approve the Administrator and Treasurer to transfer funds from one department to another without Board approval to ensure no department is in the negative at the end of the year.

PROFESSIONAL SERVICES AGREEMENT
(2024)

This AGREEMENT made as of December 21, 2023 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

10-27-23

Date

Exhibit A
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEXFORD COUNTY
AND
CC LAND SURVEYING
(2024)

Dated: 12/21/2023

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 – 17 Corners

Hanover Township – T24N, R11W
A-1 (Common to M-1, T24N, R12W)
B-1
C-1, C-2
D-1
E-1, E-2
F-1
G-8
I-8
K-8

Wexford Township – T24N, R12W
I-1
J-1
K-1
L-1
M-1 (Common to A-1, T24N, R11W)

Antioch Township – T23N, R11W
K-2
L-3

PERIOD OF SERVICES

- Complete at least 50% of **ASSIGNMENT** by June 30, 2024
- Complete **ASSIGNMENT** by December 11, 2024

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 18 Corners - \$ 18,700.00

PROFESSIONAL SERVICES AGREEMENT
(2024)

This AGREEMENT made as of December 21, 2023 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.

Exhibit A
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEXFORD COUNTY
AND
ATWELL
(2024)

Dated: 12/21/2023

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 – 17 Corners

Greenwood Township- T24N, R10W

J-3, J-5

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

L-1 (Common to L-13, T25N, R10W) L-3, L-5

Liberty Township – T24N, R9W

C-3, C-4

E-2, E-3, E-4

F-3

G-6

PERIOD OF SERVICES

- Complete at least 50% of **ASSIGNMENT** by June 30, 2024
- Complete **ASSIGNMENT** by December 11, 2024

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 18 Corners - \$ 18,700.00

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

11-6-23

Date

PROFESSIONAL SERVICES AGREEMENT
(2024)

The **AGREEMENT** made as of _____ December 21, 2023 _____ 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

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 \$595.00 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

Wexford County Chairman,



BRENT CLOUGH, P.S.

Date

10-27-23

Date

PROFESSIONAL SERVICES AGREEMENT
(2024)

The AGREEMENT made as of December 21, 2023 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 \$595.00 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

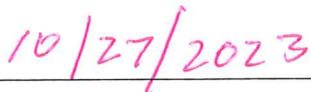
PEER REVIEW SURVEYOR

Wexford County Chairman,



CRAIG MCVEAN, P.S.

Date



Date

PROFESSIONAL SERVICES AGREEMENT
(2024)

The AGREEMENT made as of December 21, 2023 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 \$595.00 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

Wexford County Chairman,



BILL SIKKEMA, P.S.

Date



Date

PROFESSIONAL SERVICES AGREEMENT

(2024)

The AGREEMENT made as of December 21, 2023 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

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 \$595.00 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.

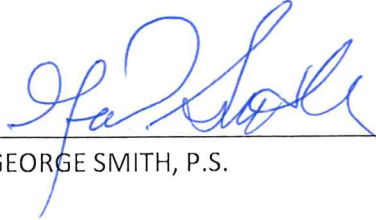
This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written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

Wexford County Chairman,



GEORGE SMITH, P.S.

Date

10-27-23

Date