



# Wexford County

## BOARD OF COMMISSIONERS

*Gary Taylor, Chair*

### NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, April 17, 2024, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

### TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
  - 1. District Health Department – Kevin Hughes
- H. PUBLIC COMMENT  
*Designated for topics on the agenda only.*
- I. CONSENT AGENDA  
*The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.*
  - 1. Approval of the April 03, 2024 Regular Meeting Minutes ..... 1
  - 2. Approval of the April 09, 2024 Special Meeting Minutes ..... 5
- J. AGENDA ITEMS
  - 1. Infrastructure Alternatives, Inc. Wireless Dialer Quote (*Executive 04/09/2024*)..... 7
  - 2. Resolution 24-13 Narcan Distribution Box Lake Street Property (*Executive 04/09/2024*)..... 9
  - 3. Courthouse Additional Sidewalk Repairs (*Finance 04/11/2024*) ..... 12
  - 4. Sale of Sheriff’s Office Motorhome (*Finance 04/11/2024*)
  - 5. Sale of Equalization Expedition (*Finance 04/11/2024*)
  - 6. Budget Amendment (*Finance 04/11/2024*)..... 15
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT  
*Open for any public comments.*
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Regular Meeting \* Wednesday, April 3, 2024

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

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

Absent-Jason Mitchell & Michael Bush.

Pledge of Allegiance.

**Additions/Deletions to the Agenda-**

**ADD: J.7.** Deputy Cadet Sponsorship

**Approval of the Agenda**

**MOTION** by Comm Theobald, seconded by Comm Musta to approve the agenda, as amended.

**All in Favor.**

**Employee Recognition-**

Timothy Pechota was acknowledged for his 10 years of service.

**Presentation and Reports-**

Curits Pennala, Karhu Cyber, gave the Board a presentation about what their company can offer to the County. He explained that cyber attacks are a threat that is real. Counties are being attacked because they do not have the budget to protect against it.

Their company can offer 24/7 monitoring with threat detection and vulnerability management. They also can offer compliance management, which is vital for FOC and courts, as well as security training. Mr. Pennala requested an RFP for cyber protection.

**Public Comment-**

**Consent Agenda**

1. Approval of the March 20, 2024 Regular Meeting Minutes

**MOTION** by Comm Theobald, seconded by Comm Baughan to approve the Consent Agenda.

**All in favor.**

**Agenda Items**

1. Resolution 24-11 Extending Appreciation for Larry Czelusta

**MOTION by Comm Theobald, seconded by Comm Adams to approve Resolution 24-11 Extending Appreciation for Larry Czelusta’s Dedicated Service.**

The resolution was read out loud and presented to Mr. Czelusta.

**Roll Call: Motion passed 7-0.**

2. Resolution 24-12 Extending Appreciation for Annette Janson  
**MOTION by Comm Musta, seconded by Comm Potter to approve Resolution 24-12 Extending Appreciation for Annette Janson’s Dedicated Service.**

Ms. Janson was present to receive her resolution that the Board read aloud.

**Roll Call: Motion passed unanimously.**

3. USDA Forest Service Grant Agreement  
**MOTION by Comm Theobald, seconded by Comm Adams to approve the presented modifications to the USDA grant beginning April 01, 2024 through December 31, 2024 and authorize the Sheriff to sign.**

**Roll Call: Motion passed 7-0.**

4. H&S Companies Agreement  
**MOTION by Comm Baughan, seconded by Comm Adams to approve the H&S Companies General Ledger Assistance Agreement, and authorize the Chairman to sign.**

**Roll Call: Motion passed 7-0.**

5. Opioid Misuse Prevention Media Campaign DHD #10-Opioid Funds  
**MOTION by Comm Adams, seconded by Comm Musta to approve the presented proposal and agreement with District Health Department #10 utilizing Opioid Funds for an Opioid misuse and prevention media campaign, and authorize the Chairman to sign.**

**Roll Call: Motion passed unanimously.**

6. Computer Services Agreement  
**MOTION by Comm Potter, seconded by Comm Theobald to direct Administrator Porterfield to publish an RFP for IT Managed Services.**

**Roll Call: Motion passed unanimously.**

7. Deputy Cadet Sponsorship

**MOTION by Comm Baughan, seconded by Comm Potter to approve six Deputy Cadet sponsorship to the Kirtland Police Academy in August 2024.**

**Roll Call: Motion passed 7-0.**

**Administrator's Report-**

Administrator Porterfield was excited to announce that they closed on the old jail today. Adam is working on getting utilities being switched over. There is a meeting being held in Wellston with Consumers. There is also a ground breaking ceremony for DTE next Friday in Mesick to celebrate the gas lines being run from Manton to Mesick.

**Correspondence-**

**Public Comments-**

Michael Mix, Colfax Township Supervisor, came to talk to the Board regarding the address ordinance again. He reviewed the ordinances in our County, and even discussed with Cedar Creek. The writing is difficult. He believed the ordinance should be easy to understand. A change would only effect Colfax, Greenwood and Henderson.

Don Koshmider, Haring Township, asked the Board to look into World Economic Forum and Agenda 2030. He has been asked by the newspaper where he is receiving his information. Mr. Koshmider also read his bullet points for bull horning.

**Liaison Reports-**

Comm Townsend attended a Northern Lakes Community Mental Health. They finished writing their bylaws and will be voting on them 4/18. They will be working on policies next and finding a CEO.

**Board Comments-**

Comm Adams thanked Rick Charmoli for his article on the opioid funding.

Comm Theobald appreciated that the cyber security agreement was being looked into

Comm Musta thanked Annette and Larry for their years of service.

**Chairman's Comments-**

Chair Taylor congratulated Larry for his years of service, and thanked everyone for attending.

**Adjourn**

**MOTION by Comm Theobald, seconded by Comm Potter to adjourn at 4:34 p.m. All in favor.**

---

Gary Taylor, Chairperson

---

Alaina M. Nyman, County Clerk

DRAFT

**WEXFORD COUNTY BOARD OF COMMISSIONERS**  
Special Meeting \* Tuesday, April 9, 2024

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

Roll Call: Present- Commissioners Michael Musta, Ben Townsend, Michael Bush, Jason Baughan, Brian Potter and Gary Taylor.

Absent-Jason Mitchell, Kathleen Adams, and Julie Theobald.

Pledge of Allegiance.

**Approval of the Agenda**

**MOTION by Comm Musta, seconded by Comm Bush to approve the agenda.**

All in Favor.

**Public Comment-**

**Agenda Items**

1. L-4024 Reports

**MOTION by Comm Musta, seconded by Comm Bush to approve the 2024 Equalization Report form L-4024 and authorize the Chairman, Clerk, and Equalization Director to sign.**

Equalization Director Porterfield noted that all reports came in 49% and 50%, and there were no factors this year. There was an 8.1% tax increase because of where the real estate market is at.

**Roll Call: Motion passed 6-0.**

2. L-4037 Reports

**MOTION by Comm Bush, seconded by Comm Potter to approve the 2024 Equalization Report form L-4037 and authorize the Chairman and Clerk to sign.**

Mr. Porterfield explained that these are annual reports and are required to be signed.

**Roll Call: Motion passed unanimously.**

**Public Comments-**

**Board Comments-**

Comm Potter thanked Joe and Jami for their work.

Comm Bush thanked Joe and asked him to thank all of his staff also.

**Chairman's Comments-**

**Adjourn**

**MOTION by Comm Potter, seconded by Comm Musta to adjourn at 4:03 p.m. All in favor.**

\_\_\_\_\_  
Gary Taylor, Chairperson

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

DRAFT

**J.1.**



**INFRASTRUCTURE  
ALTERNATIVES, INC.**  
CLEAN WATER SOLUTIONS  
www.iaewater.com

7888 Childsdale Ave. NE  
Rockford, MI 49341

# Quote

Contact us:  
Phone: (616) 866-1600  
Fax: (616) 866-1611  
web: www.infralt.com

Quote Number
24-033
Date
03-27-2024

Please do not pay off of this document.

**Customer Billing Information:**

**Project Information:**

**Project Name:** Cedar Creek Water System

**Project Mgr:** Tom Lutke

**Location:** Cedar Creek

**Quoted By:** John English

**Job Code:**

## Description of work

1. Quote is for providing a mission dialer to the Cedar Creek Water System.
2. Install into controller and integrate alarms.
3. Power up and test.

Itemized Labor, Materials, Equipment	Qty	Rate	Amount
Parts	1	3,500.00	\$ 3,500.00
Vehicle fee, Labor, ETC	1	1800.00	\$ 1,800.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Thank you for the opportunity to quote this work.

Note: This quote is only an estimate based on the information provided at the initial consultation defining the work to be done. If there are any unseen issues, price changes, or addition of materials or labor required we will inform you prior to proceeding with any work in relation to the project for approval/authorization to proceed.

By signing below you authorize Infrastructure Alternatives to proceed with the work quoted above.

<b>Labor &amp; Materials Total</b>	<b>\$ 5,300.00</b>
<b>% Due to Begin</b>	<b>0.00%</b>
<b>Downpayment</b>	<b>\$ 0.00</b>
<b>Balance Due Upon Completion</b>	<b>\$ 5,300.00</b>

Signature \_\_\_\_\_

Authorized Printed Name/Title \_\_\_\_\_

Date \_\_\_\_\_

IAI Initials \_\_\_\_\_

*Metra-7*



**COUNTY OF WEXFORD**

Administration  
 437 E. Division St.  
 Cadillac, MI 49601  
 (231) 779 - 9453

**PURCHASE****ORDER****24-3177**

*PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS, & PACKAGES*

**Sold By:**

Infrastructure Alternatives, Inc  
 7888 Childsdale Ave. NE  
 Rockford, MI 49341  
 Tom Lutke

**Requested By:**

Wexford County Administration  
 Joe Porterfield  
 437 E. Division St.  
 Cadillac, MI 49601

**Requested Purchase Order**  
**Date: 04/17/2024**

**Account Line Item #: 573-000-800.00**

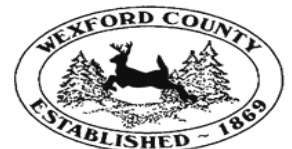
**Quote/Invoice Number:**

QTY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
	Mission dialer/controller/integrate alarms	\$3,500.00	\$3,500.00
	Vehicle fee, labor, etc.	\$1,800.00	\$1,800.00
<b>Grand Total:</b>			<b>\$5,300.00</b>

*CONDITIONS: GOODS ARE SUBJECT TO INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND FULLY. IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFICATION MUST BE PROMPT.*

**AUTHORIZING PURCHASING AGENT:**

*Joe Porterfield, County Administrator*



---

---

**BOARD OF COMMISSIONERS AGENDA ITEM**

---

---

**FROM:** Executive Committee  
**FOR MEETING DATE:** April 17, 2024  
**SUBJECT:** Resolution 24-13 Narcan Distribution Box Lake Street Property

SUMMARY OF ITEM TO BE PRESENTED:

The District Health Department #10 is working to find locations throughout the community to place a Naloxone (Narcan) distribution box outside their building in order to make Naloxone (Narcan) easily accessible to those who need it. The distribution boxes hold 48 boxes of Naloxone. The outdoor distribution box and the Naloxone (Narcan) are both free. There is no cost to the county.

Previously, the Health Department received approval from the Board of Commissioners for an outdoor Naloxone distribution box outside of the DHD #10 building. This would be the same set up.

The District Health Department #10 is seeking approval to have an outdoor distribution box at the Lake Street County building. Below is a picture of the distribution box.



RECOMMENDATION:

The Executive Committee forwards a recommendation to the full board to approve the placement of a Narcan distribution box at the County Lake Street Building.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan, on the seventeenth day of April 2024 at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 24-13**

**RESOLUTION AUTHORIZING DISTRICT HEALTH DEPARTMENT NUMBER 10 REQUEST FOR PLACEMENT OF NARCAN DISTRIBUTION BOX AT LAKE STREET PROPERTY**

**WHEREAS**, District Health Department #10 is a district health department which provides public health services under Michigan Public Health Code to ten counties including Crawford, Kalkaska, Lake, Manistee, Mason, Mecosta, Missaukee, Newaygo, Oceana, and Wexford; and,

**WHEREAS**, in Wexford County, District Health Department # 10 has offices at and provides services to Wexford County residents in a Wexford County owned building located at 521 Cobbs Street Cadillac, MI 49601 and,

**WHEREAS**, District Health Department #10’s Health Officer has requested that a Narcan distribution box be placed in front of the County offices at the Lake Street Location; and

**WHEREAS**, by law a health officer is granted express statutory authority to “take such actions and make such determinations necessary ... to protect the public health and prevent disease.” MCL 333.2428 provides:

The local health officer... may take actions and make determinations necessary or appropriate to carry out the local health department’s functions under this part or functions delegated under this part and to protect the public health and prevent disease; and

**WHEREAS**, District Health Department #10’s Health Officer has confirmed that placement of a Narcan distribution box at the Lake Street Location would not pose a health risk to the public, that the distribution box and Narcan will be properly monitored, operated and maintained by the District Health Department #10 or its designee (and is not and shall not be the responsibility of the County); and that that District Health Department #10’s Health Officer as opined that such action is necessary and appropriate to protect the public health; and

**WHEREAS**, although determinations regarding issues of what may be “necessary to protect the public health and protect disease” vests with the Health Officer; because here the Lake Street Location is owned by Wexford County and the Board of Commissioners controls the management of the county buildings and property (MCL 46.11(1)), Board of Commissioner authorization for placement on County-owned property is necessary.

**THEREFORE BE IT RESOLVED** that the Wexford County Board of Commissioners authorizes the Health Officer to install a Narcan distribution box to be placed in front of the County offices at the Lake Street Location, if and the extent the Health Officer deems such action “necessary to protect the public health”.

**BE IT FURTHER RESOLVED**, that obligations for complying with any and all legal or administrative requirements regarding Narcan or the distribution box, and all responsibilities to monitor, stock, operate and/or maintain Narcan or the distribution box will be the sole obligation of District Health Department #10 or its designee (and is not and shall not be the responsibility of the County);

**BE IT FURTHER RESOLVED**, that this grant is not contractual in nature and may be revoked by the Board of Commissioners and upon providing thirty calendar days’ advance notice to of District Health Department #10.

**A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

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

\_\_\_\_\_  
Alaina Nyman, County Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 24-13 adopted by the Board of Commissioners of Wexford County at a regular meeting held on April 17, 2024, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alain Nyman, County Clerk

Schepers Concrete Construction  
10578 Linden Drive NW  
Grand Rapids, MI 49534



# Purchase Order

April 5, 2024

To: Wexford County Maintenance Dept. Job: Sidewalk repairs in the city of Cadillac

Estimator: Paul Wilber

### Scope

Schepers Concrete Construction hereby submits specifications and estimates for:  
Remove and replace about 750 sqft of sidewalk at the court house.

Court house EXTRA sidewalk: \$7,933.00

**Total: \$7,933.00**

**Inclusions:** Remove and replace sidewalk.

**Exclusions:** Demo, Earthwork, Polish/Stain, Floor Protection, Bonds/Permits, Furnish Embeds/Anchor Bolts, Seasonal Concrete Heat/Protection, Temporary Enclosure, Surveying, Wet Cure, Trench Drain (Concrete/Furnish), Architectural Wall Finish, Frost/Snow Removal, Gyp Crete, Insulation, Caulk/Sealant, Landscaping

**Payments:** The Purchaser agrees to pay any and all payments within 30-days of receipt of invoice from Schepers Concrete Construction and follow the payment terms outlined below. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, Schepers Concrete Construction reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made.

**Disclosure:** Schepers Concrete Construction agrees to provide all the necessary labor, equipment, and materials in accordance with the Project Details, Drawings and additional specifications as may be needed and initiated by the parties and attached hereto. Work shall occur within thirty (30) days after receipt by contractor of all necessary building permits. Any item not specifically included in this proposal is excluded. Any and all fabrication of materials will not proceed until shop drawings are approved or written approval to proceed. Any alteration or deviation from the attached details, specifications and drawings which involve additional costs, will become an extra charge over and above the cost of the original agreement plus 15% overhead & profit (UNO). All additional work shall be paid in full at the completion of such work. Contractor cannot be held responsible for any delays that may occur caused by weather or outside sources by which the contractor has no control over.

**I. Contractual Definitions:**

- A. "Purchaser, is the person, entity, subsidiary, contracting with Schepers Concrete Construction, LLC for construction services.
- B. "Seller," is Schepers Concrete Construction.
- C. "Scope of Work," is the work the Purchaser has contracted with the Seller to complete.

**II. Scope of Agreement:**

These Terms and Conditions, together with the Purchase Order constitutes an offer by Seller to furnish construction services and related materials for the Scope of Work as described above, pursuant to the terms and conditions described herein. This offer is not an acceptance or a confirmation of any prior offer the Seller may have made to the Purchaser, and this offer shall be deemed to be a rejection and counteroffer with respect to any previous offer or proposal from Purchaser. This offer becomes a binding agreement upon acceptance by the Purchaser. Purchaser is deemed to have accepted this offer upon signing.

**III. Sale of Services:**

Seller agrees to sell, transfer, and deliver any material necessary; and agrees to perform the Scope of Work as enumerated, for the Purchaser, subject to all covenants, terms and conditions described herein. Purchaser agrees to pay for the material furnished and services rendered, subject to all covenants, and terms and conditions described herein, and to pay Seller the purchase price set forth above. If a project spans more than one (1) month Purchaser will pay monthly invoices as sent by Seller, also due and payable in 30-days. Typographical errors and other clerical errors contained within the Purchase Order are subject to correction. Seller reserves the right to modify the purchase price should the Scope of Work change throughout the course of the project as described in the Purchase Order. Seller has the right to stop all or part of the work described in the Purchase Order should a price adjustment not be reached by and between Seller and Purchaser. The price adjustment to be effective, is contingent upon Seller's satisfaction.

**IV. Purchase Price and Terms of Payment:**

The Purchaser will pay Seller within 30-Days of receipt of invoice/no retention from Seller. Invoices may be sent to Purchaser via e-mail, fax, or post to be effective. Should the Purchaser require a specific form of invoice, or waivers, the Purchaser must notify the Seller prior to Seller beginning to perform the Scope of Work. Should the Purchaser fail to notify Seller of specified invoicing needs prior to Seller beginning the Scope of Work, the Purchaser must still pay the invoice as originally received from Seller, and Seller will furnish the additional forms or a corrected invoice to the Purchaser within 30-days of written notice from the Purchaser of the need for such an invoicing correction. The purchase price listed in the Purchase Order includes all taxes, unless otherwise noted to the Purchaser.

**V. Warranty Provisions and Standard of Care:**

Seller agrees to provide a 1-year warranty for their services provided to the Purchaser subject to the following express limitations: Seller does not warrant the cosmetic appearance of their work, and Seller does not warrant damages occurring outside of Seller's control, including but not limited to: damages caused by normal wear and tear, damages caused by de-icers and other chemicals, damages caused by equipment or vehicles, damages caused by misuse or abuse of the work product, damages caused by ground settlement, damages caused by winter conditions, and/or damages caused by other acts of God. Seller agrees to perform their work at the level of care that is ordinarily exercised by other members of this profession under similar circumstances, at the same time or in the same or similar locale.

**VI. Default:**

Purchaser shall be deemed to be in default hereunder if it violates any of the terms hereof or fails timely to perform any of its covenants, duties, or obligations hereunder, or if it performs or fails to perform any other act, whether pursuant to this Agreement or otherwise, which gives Seller reasonable grounds to feel insecure with respect to Purchaser's future performance hereunder. If Seller deems in their sole discretion the Purchaser is in default under this agreement the Purchaser must give written notice to Seller, and give the Seller three (3) business days to cure their default. Should the Purchaser fail to cure the default in a manner satisfactory to the Seller, Seller may cease all work as described in the Purchase Order, and institute any proceedings afforded by law up to and including claim of liens or claim on bonds.

**VII. Indemnification:**

Seller hereby agrees to indemnify and hold harmless the Purchaser for any of its breaches or obligations hereunder. The Purchaser hereby agrees to indemnify and hold harmless the Seller from, losses or expenses which the Seller may suffer as a result of claims, actions, or proceedings that may be instituted against the project as a whole, or for injuries resulting from negligent acts or omissions of personnel interacting with the Seller's Scope of Work.

**VIII. Insurance:**

For the duration of this agreement and for three (3) years following its completion or termination, Seller shall secure and maintain in effect, at its own expense, by insurance companies rated A- or better by A.M. Best, the following insurance coverage: Commercial General Liability Insurance in the amount of \$1,000,000 for each occurrence and General Aggregate in the amount of \$2,000,000; Automobile Liability in the amount of \$1,000,000 for each occurrence; an Umbrella Policy in the amount of \$4,000,000; and Worker's Compensation Insurance in the amount of \$1,000,000. The insurance Seller is required to maintain under this Agreement shall: name the Purchaser and agents as additional insureds, be endorsed to provide a waiver of subrogation in favor of the Purchaser and the Purchaser's agents, and be primary over any other insurance available to the Purchaser.

**IX. Complete Agreement and No Waiver:**

This agreement constitutes the complete understanding and contract between the Purchaser and the Seller with respect to the subject matter hereof and supersedes any prior written or oral understandings with regard thereto. No purported amendment, modification, addendum, or waiver of any provision of this agreement shall be binding unless it is set forth in a written agreement, signed by both the Purchaser and the Seller. Any waiver of any provision contained herein is limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this agreement between Seller and Buyer or of the same circumstance or event upon any recurrence thereof.

**X. Dispute Resolution:**

Should a dispute arise between Purchaser and Seller, both parties agree to attempt to resolve the dispute informally between themselves. Should that fail to provide a resolution, then the parties agree to voluntarily submit to a facilitative mediation held by a mediator of Seller's choosing, at a location of Seller's choosing, and paid for equally between the parties. If the facilitative mediation fails to provide a resolution, then the parties agree to submit their dispute to binding arbitration. Seller will choose the arbitrator, the location, and the time of the arbitration, further all arbitration costs will be carried by the losing party should the dispute proceed to arbitration.

**XI. Severability:**

Should any provision of this agreement be held to be unenforceable by law that provision shall be severed and the remaining components of this agreement shall remain binding and the offensive provision will not affect the enforceability of the remaining provisions.

**XII. Governing Law:**

This agreement shall be governed by the laws of the State of Michigan, and be construed under the laws of the State of Michigan.

**XIII. Confidentiality/Intellectual Property:**

Both parties hereby agree that any drawings, specifications, materials used, and any other apparatus or service that was used by Seller to perform their Scope of Work, and/or discussions relating to or pertaining to the Seller's Scope of Work made by Seller to Purchaser, or any agent of the Purchaser; is considered confidential proprietary information and may not be disclosed to a third-party subject to the Seller's prior written consent. This does not include information disclosed by Seller, of their own volition to the Public, either through or by a public event if the publishing is done by either the President or CFO of the company, or by publications made to the Seller's website or social media.

## Signature Page

By signing and dating below, both officers, agents, or employees for both Seller and Purchaser are acknowledging that they are authorized to sign on behalf of their respective companies, have completely read and agree to the foregoing terms of this agreement, and further acknowledge that this agreement becomes legally binding at the date of the signing. Facsimile or electronically transmitted signatures have the same effect as originals.

\_\_\_\_\_  
Purchaser (or Company Agent)

\_\_\_\_\_  
Seller (or Company Agent)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Wexford County Board of Commissioners  
Amendments to the 2024 Budget Log**

<b>BOC Meeting Date</b>	<b>Acct</b>	<b>Acct Description</b>	<b>Revenue</b>	<b>Expense</b>
2024-04-17	101-442-651.09	QPCR Grant	\$ 9,400.00	
	101-442-531.08	Beaches Grant	\$ 7,450.00	
	101-442-702.03	Beaches Perm Employee		\$ 6,000.00
	101-442-702.04	QPCR Temp Part-Time		\$ 1,000.00
	101-442-860.03	Beaches Travel		\$ 1,100.00
	101-442-860.04	QPCR Travel		\$ 400.00
	101-442-800.09	Beaches Contracted		\$ 750.00
	101-442-800.10	QPCR Contracted		\$ 7,600.00
<b>Total</b>			<b>\$ 16,850.00</b>	<b>\$ 16,850.00</b>
<b>Comment/Reasoning:</b>				





**WEXFORD COUNTY BUDGET AMENDMENT**

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

FUND:     General     PIC     Special Revenue     Debt Service     DPW / Landfill

**REVENUE**

Account Number	Account Description	Increase	Decrease
101-442-651.09	QPCR Grant	\$ 9,400. <sup>00</sup>	\$
101-442-531.08	Beaches Grant	\$ 7,450. <sup>00</sup>	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total</b>		\$ 16,850. <sup>00</sup>	\$

**EXPENDITURE**

Account Number	Account Description	Decrease	Increase
101-442-702.03	Beaches Perm Employee	\$	\$ 6,000. <sup>00</sup>
101-442-702.04	QPCR Temp Part Time	\$	\$ 1,000. <sup>00</sup>
101-442-860.03	Beaches Travel	\$	\$ 6100. <sup>00</sup>
101-442-860.04	QPCR Travel	\$	\$ 400. <sup>00</sup>
101-442-800.09	Beaches Contracted	\$	\$ 750. <sup>00</sup>
101-442-800.10	QPCR Contracted	\$	\$ 7,600. <sup>00</sup>
		\$	\$
<b>Total</b>		\$	\$ 16,850

*m. [Signature]*  
 Department Head Signature

3-29-24  
 Date

Finance Committee Approval Date (if necessary) \_\_\_\_\_

(For Treasurer use only)  
 B.A. Number \_\_\_\_\_

Date \_\_\_\_\_