



# Wexford County

## BOARD OF COMMISSIONERS

*Gary Taylor, Chair*

### NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, December 18, 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
- 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 December 04, 2024, Meeting Minutes ..... 1
- J. AGENDA ITEMS
  - 1. Remonumentation Surveyor Agreements (*Finance 12/12/2024*) .....5
  - 2. Peer Review Surveyor Agreements (*Finance 12/12/2024*) .....16
  - 3. Kalkaska Inmate Housing Agreement (*Finance 12/12/2024*) .....30
  - 4. LOU Regarding 2025 Wage Adjustment TPOAM General Unit (*Finance 12/12/2024*) .....35
- 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, December 4, 2024

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

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

Absent- Commissioners Jason Mitchell and Jason Baughan.

Pledge of Allegiance.

**Additions/Deletions to the Agenda-**

**Add: J.4. Resolution 24-26 Support Appeal of MPSC’s October Order**

**Add: J.5. Clarifying Public Defenders’ Hourly Change**

**Add: J.6. Amendment to Policy A-3.0 Commissioner Per Diem, Exp., & Official Bus. Travel**

**Add: J.7. Temporary Part-time Help for the Register of Deeds Office**

**Approval of the Agenda**

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

**All in Favor.**

**Employee Recognition-**

Alaina Nyman received a Certificate of Recognition for 10 years of service with the County.

**Presentation and Reports- None.**

**Public Comment-**

Don Koshmider did not agree with the public comment that was listed in the minutes for November 20<sup>th</sup>. He had spoken about the takeover of InfoWars.

**Consent Agenda**

1. Approval of the November 20, 2024 Regular Meeting Minutes
2. Approval of the November 27, 2024 Special Meeting Minutes
3. Reappointment to Standing and Special Boards & Committees

**MOTION by Comm Adams, seconded by Comm Bush to approve the Consent Agenda, as presented.**

**All in favor.**

**Agenda Items**

1. Closed Session to Discuss Pending Litigation

**MOTION** by Comm Theobald, seconded by Comm Bush to meet in closed session for purpose under section 8(e) of the Open Meetings Act to discuss written attorney opinion regarding a settlement agreement.

Chair Taylor noted this agenda item was being moved up from J3.

**Roll Call: Motion passed 7-0. Closed session began at 4:04 pm.**

**MOTION** by Comm Townsend, seconded by Comm Theobald to accept the minutes of the closed session as orally read by the Clerk, and to come out of closed session.

**All in Favor. Regular session was resumed at 4:14pm.**

**MOTION** by Comm Townsend, second by Comm Theobald to accept the recommendation of legal counsel.

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

2. MSUE Lease Agreement-Lake St. Office Space

**MOTION** by Comm Theobald, seconded by Comm Bush to approve the one-year lease agreement between Wexford County and MSUE for office space at the Lake Street building and authorize the chairman to sign on behalf of the County.

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

3. Nonunion & Elected Officials Wage Increases

**MOTION** by Comm Bush, seconded by Comm Adams to approve a wage increase of 4% for FY2025; 2% for FY2026; and 2% for FY2027 for nonunion employees and elected officials, excluding commissioners.

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

4. Resolution 24-26 Support Appeal of MPSC's October Order

**MOTION** by Comm Theobald, seconded by Comm Adams to approve Resolution 24-26 to Support Local Control and Claim of Appeal Against Michigan Public Service Commission Order.

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

5. Clarifying Public Defenders Hourly Change

**MOTION** by Comm Adams, seconded by Comm Bush to clarify the salary of the Chief Public Defender be set at \$119,225.60, the Assistant Chief Public Defender be set at \$88,420.81 and the Assistant Public Defender be set at \$70,886.40 for FY2024 to account for the previously approved increase to a 40-hour work week.

Commissioner Theobald questioned if this was in their budget. Administrator Porterfield explained it was.

**Roll Call: Motion passed unanimously.**

6. Amendment to Policy A-3.0 Commissioner Per Diem, Exp., & Official Business Travel  
**MOTION by Comm Adams, seconded by Comm Bush to approve the amendment to Policy A-3.0 Commissioner Per Diem, Expenses & Official Business Travel increasing the per diem for a half day to \$50 and a full day to \$100 for all who are eligible receive per diem, effective January 1, 2025.**

Commissioner Townsend noted that this stinks.

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

7. Temporary Part-Time Help for the Register of Deeds Office  
**MOTION by Comm Theobald, seconded by Comm Potter to approve the Register of Deeds Office hire a temporary part-time employee to assist with indexing at a rate of \$16 per hour on an as-needed basis.**

**Roll Call: Motion passed unanimously.**

**Administrator's Report-**

Administrator Porterfield thanked Alaina for her 10 years of service, and noted that it's hard to believe it has been 10 years.

Mr. Porterfield also provided a brief update on where things stand with the cyber incident. The internet is back up and running, and most emails have been restored. Tyler Technologies is working with Karhu to get the images restored to the Register of Deeds Office. They are working on getting Missaukee County up and running, as well as the printers going.

Mr. Porterfield reminded everyone of the cadets that were graduating on the 6<sup>th</sup>, the holiday potluck on the 11<sup>th</sup>, the retirement party for Judge Audrey Van Alst, as well as new commissioner school on the 9<sup>th</sup>.

**Correspondence-None**

**Public Comments-**

Don Koshmider, Cadillac, encouraged everyone to watch InfoWars on Rumble. They are trying to take it down. He played a video from Paul Harvey.

**Liaison Reports-**

Comm Theobald emailed her reports out. She had a Human Services Leadership Council meeting where they have begun handing out jackets that are like sleeping bags. She also attended a LDFA meeting. She asked anyone questioning anything with the PFAS in water to reach out to her. Ms. Theobald noted that she had been contacted by residents advising they found out from the newspaper about their water being contaminated.

**Board Comments-**

Comm Potter thanked Alaina for her 10 years of service. It feels like a lot longer in his mind. He also hoped the Sheriff was feeling better after being out sick for the week.

Comm Musta congratulated Alaina on her years of service, and thanked her for all she does.

Comm Townsend noted that if Alaina was a teacher, she would have tenure by now.

Comm Adams thanked Alaina for her service.

Comm Bush thanked Alaina.

**Chairman's Comments-**

Chair Taylor thanked Alaina for everything and everyone for attending.

**Adjourn**

**MOTION by Comm Potter seconded by Comm Bush to adjourn at 4:28 p.m. All in favor.**

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Gary Taylor, Chairperson

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Alaina Nyman, County Clerk

PROFESSIONAL SERVICES AGREEMENT  
(2025)

This AGREEMENT made as of December 18, 2024 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

*11-12-24*  
\_\_\_\_\_  
Date

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**ATWELL**  
**(2025)**

**Dated: 12/18/2024**

**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**

South Branch – T21N, R12W

- A-1 (Common to A-13, T22N, R12W)
- B-1 (Common to B-13, T22N, R 12W)
- C-2, C-3, C-4, C-5, C-6
- D-3, D-5
- E-2, E-3, E-4
- F-3
- G-2, G-3, G-4
- H-3

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2025
- Complete **ASSIGNMENT** by December 11, 2025

**PAYMENT**

When research is complete	\$ 300.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 900.00 per corner

**Per Corner Fee - \$ 1,200.00**  
**Total 18 Corners - \$ 20,400**

**PROFESSIONAL SERVICES AGREEMENT  
(2025)**

This AGREEMENT made as of December 18, 2024 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**

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	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.

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

**OWNER**

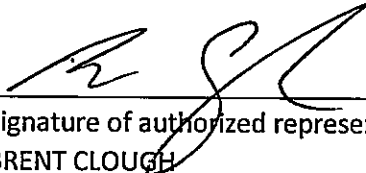
**MONUMENTATION SURVEYOR**

**CC LAND SURVEYING**

1411 E. M-55

CADILLAC, MI 49601

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

  
\_\_\_\_\_  
Signature of authorized representative,  
BRENT CLOUGH

\_\_\_\_\_  
Date

*10-25-24*  
\_\_\_\_\_  
Date

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**CC LAND SURVEYING**  
**(2025)**

**Dated: 12/18/2024**

**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 – 18 Corners**

Henderson Township – T21N, R11W

B-9

C-9, C-10, C-11, C-12

D-9, D-11

E-7, E-8, E-9, E-10, E-11, E-12

F-7, F-9

G-8, G-9

H-9

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2025
- Complete **ASSIGNMENT** by December 11, 2025

**PAYMENT**

When research is complete \$ 300.00 per corner

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

**Per Corner Fee - \$ 1,200.00**

**Total 18 Corners - \$ 21,600**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2024

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> Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688	<b>CONTACT NAME:</b> Maribeth Sugg <b>PHONE (A/C, No, Ext):</b> (303) 454-9562 <b>FAX (A/C, No):</b> (303) 454-9564 <b>E-MAIL ADDRESS:</b> maribeth.sugg@arm-i.com														
<b>INSURED</b> CC Land Surveying Inc 1411 E M-55 Cadillac MI 49601-9095	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: RLI Insurance Co</td> <td>13056</td> </tr> <tr> <td>INSURER B: Hanover Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Co	13056	INSURER B: Hanover Insurance Group		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** 24-25 GLALWC EX EO      **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0002395	08/17/2024	08/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PSA0001560	08/17/2024	08/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			PSE0001742	08/17/2024	08/17/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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	N/A	PSW0002134	08/17/2024	08/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability Claims Made Policy			LH4 A080391 11	08/17/2024	08/17/2025	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Wexford County Board of Commissioners 437 E Division St  Cadillac MI 49601	<b>CANCELLATION</b>  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 
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**PROFESSIONAL SERVICES AGREEMENT**

**(2025)**

The AGREEMENT made as of December 18, 2024 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.

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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.

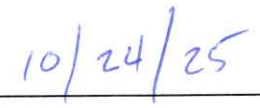
OWNER

PEER REVIEW SURVEYOR

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

  
\_\_\_\_\_  
BILL SIKKEMA, P.S.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT  
(2025)**

The AGREEMENT made as of December 18, 2024 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.

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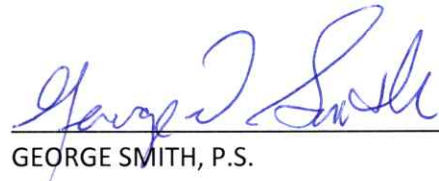
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OWNER

PEER REVIEW SURVEYOR

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

  
\_\_\_\_\_  
GEORGE SMITH, P.S.

\_\_\_\_\_  
Date

10-25-24  
\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT  
(2025)**

The **AGREEMENT** made as of December 18, 2024 between  
**WEXFORD COUNTY BOARD COMMISSIONERS, 437 E. DIVISION ST. CADILLAC, Michigan**

**OWNER,**

And

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

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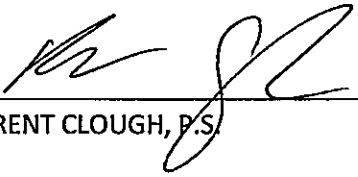
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**OWNER**

**PEER REVIEW SURVEYOR**

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

  
\_\_\_\_\_  
BRENT CLOUGH, P.S.

\_\_\_\_\_  
Date

10-25-24  
\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT  
(2025)**

The **AGREEMENT** made as of December 18, 2024 between  
**WEXFORD COUNTY BOARD COMMISSIONERS, 437 E. DIVISION ST. CADILLAC, Michigan**

**OWNER,**

And

**CRAIG MCVEAN, 116 VINE STREET, 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,

*Craig McVean*  
\_\_\_\_\_  
CRAIG MCVEAN, P.S.

\_\_\_\_\_  
Date

*10/25/24*  
\_\_\_\_\_  
Date

**AGREEMENT**

**BETWEEN**

**WEXFORD COUNTY / WEXFORD COUNTY SHERIFF**

**AND**

**KALKASKA COUNTY / KALKASKA COUNTY SHERIFF**

**FOR**

**HOUSING KALKASKA COUNTY PRISONERS IN WEXFORD COUNTY JAIL**

**FOR PERIOD COVERING January 1st, 2025, through December 31, 2026**

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**AGREEMENT**  
**TO**  
**HOUSE KALKASKA COUNTY PRISONERS**  
**IN WEXFORD COUNTY JAIL**

**THIS AGREEMENT**, made and entered into this eighteenth day of December, 2024, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereafter referred to as “Wexford”), acting on behalf of the **SHERIFF OF WEXFORD COUNTY**, who has offices at the Wexford County Jail, 1015 Lincoln St., Cadillac, Michigan 49601 (hereinafter referred to as “Wexford Sheriff”), and the **COUNTY OF KALKASKA** a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as “Kalkaska”), acting on behalf of the **SHERIFF OF KALKASKA COUNTY**, Who has offices at the Kalkaska County Jail, Michigan (hereinafter referred to as the “Kalkaska Sheriff”).

**WITNESSETH:**

**WHEREAS**, Kalkaska and the Kalkaska Sheriff wish to alleviate staffing issues in the Kalkaska Jail by transferring and housing Kalkaska prisoners in the Wexford Jail; and

**WHEREAS**, Wexford and the Wexford Sheriff agree that Kalkaska Sheriff may transfer and house prisoners in the Wexford County Jail, subject to the terms and conditions in the Agreement.

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

**1. AGREEMENT TERM AND TERMINATION.** This agreement shall commence on the 1st day of January 2025, and shall continue through the 31st day of December 2026, at the end of which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, either Wexford or Kalkaska can terminate this Agreement at any time, with or without cause, by delivery of not less than thirty (30) days prior written notification to the other party.

**2. BED SPACE TO BE PROVIDED AND COMPENSATION.** In consideration of Wexford reserving thirty-five (35) Jail Beds and incarcerating Kalkaska prisoners under the terms of this Agreement, Kalkaska agrees to pay Wexford at a rate of thirty-five DOLLARS (\$35.00), per bed. It is understood, that at times, the actual bed space utilized may be less than the thirty-five (35) reserved beds, due to fluctuations in Kalkaska County's inmate population.

In addition, Kalkaska may utilize all or part of the remaining available Wexford County Jail bed space on an on-call basis only. Kalkaska agrees to pay Wexford at a rate of Thirty-five DOLLARS (\$35) per bed per day for each bed utilized over the thirty-five (35) reserved jail beds.

**3. PAYMENT SCHEDULE.** Kalkaska shall pay Wexford for lodgings for the duration of the contract within thirty (30) days of a billing statement indicating the dates and number of

Kalkaska prisoners housed. Each bill shall be for THIRTY-FIVE AND NO/100 DOLLARS (\$35.00) per bed per day occupied by a Kalkaska inmate.

**4. REMEDIES IF JAIL BECOMES UNINHABITABLE.** In the event the Wexford Jail becomes uninhabitable, due to riot, natural disaster, fire overcrowding, or other factors beyond the control of Wexford, requiring Kalkaska prisoners to be removed from the Wexford Jail, payments shall abate while the Jail is uninhabitable and Kalkaska may exercise either of the following options:

- A. Permitting Wexford, at sole expense, to repair the Wexford Jail to a habitable state and upon completion of such repairs to resume the care and control of Wexford prisoners under the terms and conditions of this Agreement.
- B. Terminating this Agreement in its sole discretion effective on delivery of written notice to Wexford.

**5. TRANSPORTATION OF PRISONERS.** Kalkaska Sheriff shall deliver the Kalkaska prisoners to be housed at the Wexford County Jail and shall turn the prisoners over the custody of the individuals designated by the Wexford Sheriff. The Kalkaska Sheriff shall provide transportation of prisoners to and from court proceedings and a means for a released prisoner's return to Kalkaska if said prisoner upon release cannot obtain transportation.

**6. PRISONER TRANSFER ORDERS.** Kalkaska Sheriff shall furnish the Wexford Sheriff an appropriate transfer order as a legal basis for holding a prisoner at the Wexford Jail on behalf of Kalkaska. Kalkaska County will comply with any MDOC mandates in regards to COVID -19 or any other pandemic orders.

In addition, Kalkaska Sheriff's Office shall provide the receiving County Sheriff's Office with a full transfer packet for all transferred inmates no less than one (2) hours prior to transfer.

The transfer packet referenced in this section shall consist of copies of the following documents:

- A. Transfer Data Sheet
- B. Mug Shot
- C. If an inmate has an account funds balance, print off a check and include in packet
- D. Booking sheet (individual arrest report)
- E. All arrest information (warrant, ticket, arrest report, etc.)
- F. All court paperwork including bonds, sentencings, court dates, etc.
- G. All booking assessments.

**7. PRISONER MEDICAL FILES.** Kalkaska Sheriff shall transmit the medical file and medical clearance file shall be maintained by the Wexford Jail's medical staff, and shall accompany the prisoner on any transfer. The Wexford Sheriff may maintain his own medical records as deemed appropriate and shall implement procedures to protect the confidentiality of



the records and agrees not to release information about Kalkaska prisoners to unauthorized sources or to release information which is protected and/or made confidential by statute.

**8. PRISONERS WITH MEDICAL AND/OR MENTAL HEALTH PROBLEMS.**

Wexford reserves the right to refuse any Kalkaska prisoner determined by Wexford Jail's medical personnel to be unacceptable for incarceration in Wexford Jail due to acute medical or surgical problems or serious mental health problems.

**9. MEDICAL COSTS.**

- A. The boarding rate per bed day includes all routine prisoner incarceration costs including intake physicals and assessment done by the Wexford Jail Medical Staff.
- B. Any additional medical needs deemed necessary by the Wexford Jail Medical Staff will be paid by Kalkaska. This is to include, but not be limited to, prescriptions, hospitalizations, tests, and laboratory, dental and optical services.
- C. Prior to any off-site non-emergency medical treatment for Kalkaska's prisoners, treatments must first be approved by Kalkaska.
- D. If a Kalkaska inmate has a medical emergency requiring off-site medical care at the hospital taking less than four (4) hours, Wexford Sheriff's Office will provide staffing. If an off-site emergency hospital stay is longer than four (4) hours, the Wexford County Sheriff's Office shall contact the Kalkaska County Sheriff's Office and the Kalkaska County Sheriff's shall provide the staffing to take over the hospital detail.

**10. TYPES OF QUALIFIED INMATES.** Wexford will house Kalkaska prisoners which qualify in any Classification category. Wexford will not lodge any juvenile inmates.

**11. INMATE PROPERTY.** Wexford County will not store property of Kalkaska County prisoners who are lodged in the Wexford Jail.

**12. DEATH OF KALKASKA PRISONERS.** If a Kalkaska prisoner dies while in the custody of the Wexford Sheriff, the Wexford Sheriff shall notify the Kalkaska Sheriff. Kalkaska shall be responsible for the disposition of the body of the deceased prisoner and any costs thereof, including the cost of autopsy, and any costs incurred by Wexford prior to the Kalkaska Sheriffs receiving the prisoner's body, if it is determined by the Medical Examiner performing the autopsy that the death resulted from natural causes. If the death of a Kalkaska prisoner is determined by the Medical Examiner performing the autopsy on the deceased to be of unnatural causes, Wexford shall pay the cost of disposition of the body and other costs relating to the death of the prisoner, including the cost of the autopsy.

**13. CHOICE OF LAW.** This Agreement and its performance shall be construed in accordance with, and governed by, the laws of the State of Michigan.

**14. COMPLIANCE WITH THE LAW.** The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, those regulating the transporting, housing and care of prisoners.

**15. NONDISCRIMINATION.** The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination. The parties to this Agreement, as required by law, shall not discriminate against and employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded material breach of this Agreement.

**16. LIABILITY INSURANCE.** Both Wexford and Kalkaska shall procure, pay the premiums on, keep and maintain during the term of this Agreement liability insurance of appropriate types and amounts to cover liability arising from the activities which they are to perform under this Agreement.

**17. COLLECTIVE BARGAINING.** It is expressly understood and agreed by Wexford And Kalkaska that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreements of either County.

**18. WAIVERS.** No failure or delay on the part of any of the parties of this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, not 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.

**19. AMENDMENTS.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Kalkaska, and the Wexford Sheriff and the Kalkaska Sheriff, signed by their authorized representatives.

**20. ASSIGNMENT OR SUBCONTRACTING.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Kalkaska, and the Wexford Sheriff and the Kalkaska Sheriff, signed by their authorized representatives.

**21. TITLES SECTIONS.** 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.

**22. COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between parties. No other agreements, including prior 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.

**23. SEVERABILITY OF PROVISIONS.** If any part of this Agreement is rendered invalid or unenforceable because of any Federal or State statute or regulation or by a court having appropriate jurisdiction ruling a provision or clause invalid, unconstitutional or beyond the authority of either Wexford, Kalkaska, Wexford Sheriff or Kalkaska Sheriff to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found to be invalid, unenforceable, unconstitutional or beyond the authority of the parties, and Wexford shall reimburse for all services provided under this Agreement up to the effective date of termination.

**24. CERTIFICATION OF AUTHORITY.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties that they represent and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF,** the authorized representatives of the parties to this Agreement have fully executed this Agreement as of the date fist above written.

**COUNTY OF KALKASKA**

**COUNTY OF WEXFORD**

By: \_\_\_\_\_  
Kohn Fisher, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_  
Gary Taylor, Chairperson  
County Board of Commissioners

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

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

By: \_\_\_\_\_  
Patrick Whiteford, Sheriff

By: \_\_\_\_\_  
Trent Taylor, Sheriff

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

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

APPROVED AS TO FORM FOR COUNTY OF KALKASKA:  
COHL, STOKER & TOSKEY, P.C.  
By: DONALD J. KULHANEK  
On: June 1, 2023

N:\Client\Kalkaska\Agreements\Wexford Co. Jail\Wexford Jail Housing Contract 23-24 - Unapproved r1.docx  
Kalkaska Co. #23-007E

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF WEXFORD (“Employer”)  
AND  
TECHNICAL, PROFESSIONAL, AND OFFICEWORKERS  
ASSOCIATION OF MICHIGAN  
GENERAL UNIT (“Union”)**

**Re: ARTICLE 26 WAGES, Section C**

**WHEREAS**, the Employer and Union are parties to a collective bargaining agreement with a term running from January 1, 2025 through December 31, 2027; and

**WHEREAS**, the Employer and Union engaged in negotiations in the Fall of 2024 which resulted in tentative agreement which – at Article 26, Section C -- included a 3% base wage increase. This tentative agreement was ratified by both the Union and the Employer; and

**WHEREAS**, at the time of the good faith negotiations and ratification, the budget proposed for 2025 was premised upon a 3% wage increase for 2025 for non-312 eligible unit employees and for non-union Wexford County employees; and

**WHEREAS**, subsequent to the negotiations and ratification by the Union and Employer, the Wexford County Board of Commissioners within its authority and discretion revised the budget and provided a 4% wage increase for non-union Wexford County employees; and

**WHEREAS**, although under no legal obligation the Employer concludes that under the circumstances it would be equitable to, on a non-precedential basis, amend the collective bargaining agreement at Article 26, Section C to provide Union unit members included a 4% base wage increase; and

**WHEREAS**, the Union is agreeable to this amendment.

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows:

1. Article 26, Section C shall be amended to provide:

... The above base wage schedule shall be increased by 4% per hour across the scale effective January 1, 2025.

2. This change is non-precedential and does not evidence and shall not be admitted in any proceeding for purposes of establishing any agreement nor practice of linking the negotiated wage rates for the members of the Union with that granted by the Employer, in its discretion, to non-union employees.

3. All predicates to receiving wage increases contained in the collective bargaining agreement, including timely execution by the Union, remain in full force and effect and are not superseded by this letter of understanding.

4. All other terms of the collective bargaining agreement between the Employer and the Union shall govern the terms and conditions of employment for the employees.

**FOR THE UNION**

\_\_\_\_\_  
Dan Kuhn, Bargaining Representative

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

**FOR THE COUNTY**

\_\_\_\_\_  
Gary Taylor, Chairman-Board of Commissioners

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

**FOR THE COURT**

\_\_\_\_\_  
Hon. Audrey D. Van Alst Chief Judge

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