



## Wexford County

### FINANCE & APPROPRIATIONS COMMITTEE

*Michael Musta, Chair*

#### **NOTICE OF MEETING**

The Wexford County Finance Committee will hold a regular meeting on Thursday, December 12, 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. ADDITIONS/DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE NOVEMBER 26, 2024, MEETING MINUTES ..... 1
- F. PUBLIC COMMENT  
*The Committee welcomes all public input.*
- G. AGENDA ITEMS
  - 1. Approval of the Claims
  - 2. Remonumentation Surveyor Agreements.....3
  - 3. Peer Review Surveyor Agreements.....7
  - 4. FY2025 Budget Review
- H. ADMINISTRATOR'S REPORT
- I. CORRESPONDENCE
- J. PUBLIC COMMENT  
*The Committee welcomes all public input.*
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

*In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator's office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.*

WEXFORD COUNTY  
FINANCE & APPROPRIATIONS COMMITTEE MEETING  
REGULAR MEETING MINUTES  
November 27, 2024

The regular meeting was called to order by Chair Michael Musta at 12:00 pm, in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Brian Potter, Gary Taylor, and Julie Theobald

Members Absent: None

Also Present: Megan Swanberg, Executive Assistant; Kristi Nottingham, Treasurer;  
Alaina Nyman, Clerk; Joe Porterfield, County Administrator/Equalization Director;  
Corey Wiggins, Prosecuting Attorney; and Jami Bigger, Dept. Administrator/ Human Resources Director.

**ADDITIONS OR DELETIONS TO THE AGENDA**

**Deleted: G3. BS&A Software and Services Cloud Upgrade Contract.**

**APPROVAL OF THE AGENDA**

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

**APPROVAL OF THE MINUTES**

A motion was made by Comm. Theobald and supported by Comm. Taylor to approve November 14, 2024, 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. Taylor to approve paying the bills in the amount of \$350,687.23. A vote was called, all in favor. Motion passed, 4-0.

***G.2. MSUE Lease Agreement- Lake St. Office Space***

A motion was made by Comm. Potter and supported by Comm. Taylor to forward the MSUE Lease Agreement to the full board for approval. A vote was called, all in favor. Motion passed, 4-0.

Commissioner Taylor questioned when they plan to move in, and Admin Porterfield responded they are currently working on it.

***G.3 BS&A Software & Services Agreement***

Deleted

***G.4. Discussion on Wage Increase for Nonunion & Elected Officials***

A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve a wage increase of 4% for nonunion employees and elected officials, excluding commissioners, for FY2025. A vote was called, all in favor. Motion passed, 4-0.

**ADMINISTRATOR'S REPORT**

Mr. Porterfield informed the committee that:

- BS&A is working intermittently.
- Will be able to adjust insurances numbers down in budget.
- Credit protection quote came in at a low cost. Comm. Potter wants to move forward with it.

**CORRESPONDENCE**

None.

**PUBLIC COMMENTS**

None

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

A motion was made by Comm. Theobald and supported by Comm. Taylor to adjourn the meeting at 12:06 p.m. A vote was called, all in favor. Motion passed, 4-0.

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Michael Musta, Chair  
Secretary

Megan Swanberg, Recording

**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.

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**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 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)**

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.

#### **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