



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 17, 2025, 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 03, 2025, Regular Meeting Minutes ..... 1
  - 2. Appointment to the CWTA (Executive 12/09/2025) ..... 5
- J. AGENDA ITEMS
  - 1. Remonumentation Surveyor Agreements (Finance 12/11/2025) ..... 6
  - 2. Peer Review Surveyor Agreements (Finance 12/11/2025)..... 17
  - 3. Civic Center’s Request for Grant Match Funds (Finance 12/11/2025)..... 29
  - 4. Resolutions 25-19 Ratifying the POAM 9-1-1 Unit Contract..... 80
  - 5. Resolutions 25-20 Ratifying the COAM Unit Contract ..... 92
  - 6. Resolutions 25-21 Ratifying the POAM 312 Deputies Unit Contract ..... 103
- 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

*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 BOARD OF COMMISSIONERS**  
Regular Meeting \* Wednesday, December 3, 2025

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

Roll Call: Present- Commissioners Aaron Sogge, Jason Nelson, Mark Nyman, Sandy Bengelink, Michael Bush, Julie Theobald, Gary Taylor, Jason Baughan, and Brian Potter.

Absent- *None*.

Pledge of Allegiance.

**Additions/Deletions to the Agenda**- *None*.

**Approval of the Agenda**

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

**All in Favor.**

**Employee Recognition-**

Selena Golnick was present to receive her certificate for 5 years of service.

**Presentation and Reports-** *None*

**Public Comment-***None*

**Consent Agenda**

1. Approval of November 19, 2025, Regular Meeting Minutes
2. Acceptance of Resignation from WMCCAB
3. Acceptance of Resignation from CWTA
4. Reappointments to Standing & Special Committees

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

**All in favor.**

**Agenda Items**

1. Resolution No. 25-18 Extending Appreciation for Dave Swanson  
**MOTION by Comm Theobald, seconded by Comm Bengelink to approve Resolution 25-18 Extending Appreciation for Dave Swanson's Dedicated Service.**

Commissioner Potter read the full resolution and presented Mr. Swanson with his framed resolution.

**Roll Call: Motion passed 9-0.**

2. Interim Veterans Director Contract  
**MOTION** by Comm Bengelink, seconded by Comm Nyman to approve the Interim Veterans Director agreement between Wexford County and Kent Myers, and authorize the chair to sign on behalf of the county.

**Roll Call: Motion passed unanimously**

3. Zetron Radio Update & Maintenance Plan  
**MOTION** by Comm Nyman, seconded by Comm Bengelink to approve the Zetron Proposal for the 5-year Equipment Refresh for the Radio Console at Dispatch and the Zetron Connected Care Maintenance and Service Plan in the total amount of \$98,630.30 and authorize the chair to sign on behalf of the county.

**Roll Call: Motion passed 9-0.**

4. iSolve Benefit Services Transfer Agreement  
**MOTION** by Comm Baughan, seconded by Comm Nyman to approve the isolated Benefit Services Transfer Service Agreement for COBRA Administration Software in the amount of \$.45 per insured employee or \$300.00 annual minimum and authorize the chair to sign on behalf of the county.

**Roll Call: Motion passed 9-0.**

5. Wage Increase Request-Animal Shelter Attendant  
**MOTION** by Comm Theobald, seconded by Comm Bush to approve the wage increase request for the Animal Shelter Attendant from \$14.00 per hour to \$15.00 per hour effective January 1, 2026.

**Roll Call: Motion passed 9-0.**

6. Wage Increase Request-Undersheriff  
**MOTION** by Comm Nelson, seconded by Comm Bengelink to approve the wage increase request for the Undersheriff to \$82,000 per year effective January 1, 2026.

**Roll Call: Motion passed 9-0.**

7. Public Defender's Request for an Additional Social Worker  
**MOTION** by Comm Theobald, seconded by Comm Bush to approve the request for a second Social Worker for the Wexford Missaukee Public Defender's Office effective January 1, 2026.

**Roll Call: Motion passed 9-0.**

8. Prosecutor's Request to Reclassify Clerk to Full-Time  
**MOTION** by Comm Bengelink, seconded by Comm Nelson to approve the request to reclassify the Clerk from a part-time position to a full-time position in the Prosecutor's Office effective January 1, 2026.

**Roll Call: Motion passed 9-0.**

9. Stipend for Soil Erosion-Building Department  
**MOTION** by Comm Nyman, seconded by Comm Bengelink to approve an hourly stipend of \$2.00 per hour for the Building Department Assistant to perform administration duties for soil erosion effective January 1, 2026.

**Roll Call: Motion passed unanimously.**

10. Travel Reimbursement Rate Policy  
**MOTION** by Comm Theobald, seconded by Comm Bengelink to approve updating Policy A-3.0 and Policy C-4.0 to increase the travel reimbursement rates for each meal by \$5 and accommodations by \$30.

**Roll Call: Motion passed 9-0.**

**Administrator's Report-**

Deputy Administrator Bigger explained that the budget will be going to finance next week, in hopes they will set the public hearing for the next board meeting. The 3 union ratifications will also be going to the next board meeting.

Ms. Bigger also explained that Dave Cox was the only applicant for the CWTA Board. His appointment will be going to the executive committee.

She also thanked the Board for approving the veteran's contract. Mr. Myers will be in Mesick on Mondays, and then in office on Tuesdays and Thursdays.

**Correspondence-** *None.*

**Public Comments-** *None.*

**Liaison Reports-**

Comm Nyman attended a NLCMH meeting. The new CEO is in place, and they seem to be on the right path to control spending.

**Board Comments-**

Comm Bush thanked Dave for his years of service, and hoped he enjoys retirement.

Comm Theobald thanked David and Selena for their dedication to the county.

Comm Potter also thanked Dave and Selena for their years of service.

**Chairman's Comments-**

Chair Taylor thanked Dave and Selena for their service and everyone for attending.

**Adjourn**

**MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:12 p.m. All in favor.**

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Gary Taylor, Chairperson

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Alaina M. Nyman, County Clerk

DRAFT

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FOR MEETING DATE:** December 17, 2025

**SUBJECT:** Cadillac Wexford Transit Authority Appointment

**SUMMARY OF ITEM TO BE PRESENTED:**

With the recent resignation from the Cadillac Wexford Transit Authority there is a vacancy. One application was received from Dave Cox.

**RECOMMENDATION:**

The Executive committee recommends the full board appoint Dave Cox to the Cadillac Wexford Transit Authority with a term expiring December 31, 2027.

**PROFESSIONAL SERVICES AGREEMENT  
(2026)**

This AGREEMENT made as of December 17, 2025 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.

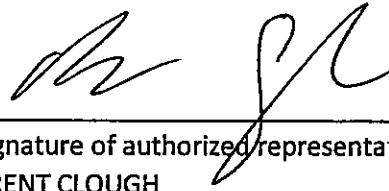
**OWNER**

**MONUMENTATION SURVEYOR**

**CC LAND SURVEYING**

1411 E. M-55

CADILLAC, MI 49601



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

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

\_\_\_\_\_  
Date

10-31-25  
\_\_\_\_\_  
Date

**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**CC LAND SURVEYING**  
**(2026)**

**Dated: 12/17/2025**

**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 – 14 Corners**

Henderson Township – T21N, R11W

D-7  
F-11  
G-10, G-11, G-12  
H-11  
I-10, I-11, I-12  
J-11  
K-10, K-11, K-12  
L-11

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2026
- Complete **ASSIGNMENT** by December 11, 2026

**PAYMENT**

When research is complete	\$ 350.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 1,000.00 per corner

**Per Corner Fee - \$ 1,350.00**  
**Total 14 Corners - \$ 18,900**

**PROFESSIONAL SERVICES AGREEMENT  
(2026)**

This AGREEMENT made as of December 17, 2025 between

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

**OWNER,**

and

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

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

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**Exhibit A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**ATWELL**  
**(2026)**

**Dated: 12/17/2025**

**ASSIGNMENT**

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**ATWELL – 14 Corners**

South Branch Township – T21N, R12W

A-2 (Common to M-2, T21N, R13W)

A-3 (Common to M-3, T21N, R13W)

B-3

A-4 (Common to M-4, T21N, R13W)

A-5 (Common to M-5, T21N, R13W)

B-5

A-6 (Common to M-6, T21N, R13W)

A-7 (Common to M-7, T21N, R13W)

A-8 (Common to M-8, T21N, R13W)

A-9 (Common to M-9, T21N, R13W)

A-10 (Common to M-10, T21N, R13W)

Slagle Township – T22N, R12W

A-11 (Common to M-11, T22N, R13W)

B-11

A-12 (Common to M-12, T22N, R13W)

**PERIOD OF SERVICES**

- Complete at least 50% of **ASSIGNMENT** by June 30, 2026
- Complete **ASSIGNMENT** by December 11, 2026

**PAYMENT**

When research is complete

\$ 350.00 per corner

When monumentation is complete and corner receives  
Peer Group approval.

\$ 1,000.00 per corner

**Per Corner Fee - \$ 1,350.00**

**Total 14 Corners - \$ 18,900**

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

11-19-2025  
\_\_\_\_\_  
Date

PROFESSIONAL SERVICES AGREEMENT

(2026)

The AGREEMENT made as of December 17, 2025 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**

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**SECTION 2 – BASIC SERVICES**

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
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**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**.

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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.

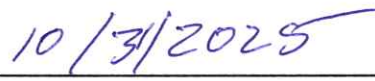
OWNER

PEER REVIEW SURVEYOR

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

  
\_\_\_\_\_  
CRAIG MCVEAN, P.S.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

# PROFESSIONAL SERVICES AGREEMENT

(2026)

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**OWNER,**

And

BRENT CLOUGH, 1411 E. M-115, CADILLAC, MI 49601

**PEER REVIEW SURVEYOR.**

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- 6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.
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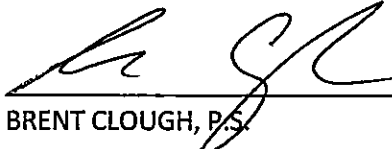
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In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

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

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

\_\_\_\_\_  
Date

10-31-25  
\_\_\_\_\_  
Date

# PROFESSIONAL SERVICES AGREEMENT

(2026)

The AGREEMENT made as of December 17, 2025 between

WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

**OWNER,**

And

BRENT CLOUGH, 1411 E. M-115, 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**

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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,

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

\_\_\_\_\_  
Date

*10-31-25*  
\_\_\_\_\_

Date

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(2026)

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WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

**OWNER,**

And

GEORGE SMITH, 8651 S SEELEY ROD, CADILLAC, MI 49601

**PEER REVIEW SURVEYOR.**

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OWNER

PEER REVIEW SURVEYOR

---

Wexford County Chairman,



---

GEORGE SMITH, P.S.

---

Date

10-31-25

---

Date

## BOON SPORTS MANAGEMENT

1320 N. Mitchell Street  
Cadillac, MI 49601

July 21, 2025

Great Lakes Sports Commission Foundation  
c/o Eric Marvin  
110 W Michigan Ave. Suite 400  
Lansing, MI 48933

### Re: Boon Sports Management Grant Agreement

Dear Mr. Marvin:

Boon Sports Management (BSM) is pleased to sign and accept the Grant awarded by Great Lakes Sports Commission Foundation (Commission), dated July 2, 2025. I have enclosed the Grant Agreement signed by BSM for your records. Please send a copy of the fully executed Agreement once you have signed it.

We did want to clarify two matters as the terms of the Grant require. I will explain.

1. **Section 3.3** Boon Sports Management is returning this signed Agreement to the Commission as the agent of Wexford County Michigan. The project covered by this Grant will actually take place on a County owned facility and benefit the citizens of Wexford County and the entire Northwest Michigan region. As such, any commitments to receipt of the funds under the Grant, solicitation of matching funds, as well as, the actual contractors that will be engaged to perform the project will need to be approved by the Board of Commissioners of Wexford County. Obviously, a Grant as generous as that awarded by the Commission will be welcomed by the County.
2. **Section 3.9** It is my understanding that Ryan Schultz has discussed membership in the Commission required under the terms of the Grant Agreement. Boon Sports Management is a Non-Profit organization providing management services to the only significant county recreation resource. It is a very lean organization providing an enormous amount of volunteer benefit to the County. As such, the \$5,000

## **Grant Agreement**

This Grant Agreement (this "Agreement") is made as of July 2, 2025 (the "Effective Date") by and between the Great Lakes Sports Commission Foundation, a Michigan nonprofit corporation, the address of which is c/o Eric Marvin, Executive Director, 110 W. Michigan Avenue, Suite 400, Lansing, Michigan 48933 (the "Commission") and Boon Sports Management, a Michigan nonprofit corporation, the address of which is 1320 N. Mitchell Street, Cadillac, MI 49601 (the "Grantee"). As used in this Agreement, the Commission and the Grantee are individually referred to as a "Party" and, collectively, the "Parties".

### **Recitals**

Whereas, the Grantee has submitted an application to the Commission for financial assistance for the purpose of assisting the Grantee with building renovations to the Wexford Civic Center site to maximize sports facility utilization, and make the venue "event ready" (the "Project"), and a more detailed description of the Project is set forth in Exhibit A;

Whereas, the Board of the Commission (the "Board") adopted a resolution on May 8, 2023 (the "Commission Resolution") in which the Commission agreed to provide financial assistance to the Grantee for the purpose of paying for the Project;

Whereas, the Board, in the Commission Resolution, agreed to provide a Grant in the amount of \$150,000 for the purpose of assisting the Grantee in paying for the Project;

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

### **Article I** **Definitions**

**Section 1.1 Defined Terms.** Except as otherwise defined in this Agreement, the following terms whenever capitalized shall have the following respective meanings:

"**Application**" means the application for financial assistance submitted by the Grantee to the Commission in June of 2025.

"**Grant**" means the grant of funds, up to the Maximum Grant Amount, from the Commission to the Grantee documented by this Agreement.

"**Grant Disbursement**" means Grant funds paid to the Grantee by the Commission under this Agreement.

"**Grant Disbursement Request**" means a written request from the Grantee for a Grant Disbursement in form and substance required from time to time by the Commission.

“**Grant Disbursement Requirements**” means those requirements set forth on Exhibit B.

“**Maximum Grant Amount**” means One Hundred Fifty Thousand Dollars (\$150,000).

**Section 1.2 Construction of Certain Terms.** Unless the context of this Agreement otherwise requires, words of any gender include each other gender and words using the singular or plural number also include the plural or singular number.

## **Article II** **Terms of the Grant**

**Section 2.1 Grant Commitment.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee set forth in this Agreement, the Commission agrees to make the Grant to the Grantee, not to exceed the Maximum Grant Amount, in one or more disbursements in accordance with Sections 2.2. Notwithstanding anything in this Agreement to the contrary, the Commission’s obligation to disburse any portion of the Grant shall automatically be suspended, and may be terminated as provided by this Agreement, upon the occurrence, and during the continuance, of an Event of Default or as otherwise specified in this Agreement.

**Section 2.2 Grant Disbursement Procedures.** The Grantee shall submit a Grant Disbursement Request which, when combined with any previous Grant Disbursements to the Grantee under this Agreement, may not exceed the Maximum Grant Amount. Each Grant Disbursement Request shall contain evidence that the Grantee has completed all of the Grant Disbursement Requirements set forth on Exhibit B and is otherwise in compliance with this Agreement. Unless extended by the Commission in its sole discretion, the last date on which a Grant Disbursement Request may be submitted by the Grantee to the Commission is June 30, 2026.

**Section 2.3 Notification of Approval or Deficiencies.** The Commission promptly shall review each Grant Disbursement Request submitted by the Grantee. The Commission shall promptly notify the Grantee in the event that there are any deficiencies in a Grant Disbursement Request.

## **Article III** **Representations and Covenants of the Grantee**

The Grantee represents and warrants to the Commission:

**Section 3.1 Organization.** The Grantee is duly organized, validly existing and in good standing as a nonprofit corporation formed under the laws of the State of Michigan and has the power and authority to enter into and perform its obligations under this Agreement.

**Section 3.2 Authority.** The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not: (i) violate any provision of law or of the Grantee's governing documents, or (ii) result in the breach, be a default of, or require any consent under any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable obligation of the Grantee except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

**Section 3.3 Consent.** Except as disclosed by the Grantee in writing to the Commission, no consent or approval is necessary from any governmental or other entity as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

**Section 3.4 Full Disclosure.** Neither this Agreement, the Application, nor any written statements or certificates furnished by the Grantee to the Commission in connection with the making of the Grant and this Agreement contain any untrue statement of material fact, or to the best of the Grantee's knowledge, omit a fact necessary to make the statements true. There are no undisclosed facts which materially adversely affect, or to the best of the Grantee's knowledge are likely to materially adversely affect, the properties, business, or condition (financial or otherwise) of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

**Section 3.5 Litigation or Other Proceedings.** Except as disclosed in writing to the Commission, to the knowledge of the Grantee and its officers and directors, there are no suits or proceedings pending or threatened before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Grantee, would have a material adverse effect on the financial condition or business of the Grantee or impair the Grantee's ability to perform its obligations under this Agreement.

**Section 3.6 Compliance with Laws.** To its knowledge, the Grantee is not and will not be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect its business, profits, properties or condition (financial or otherwise).

**Section 3.7 Tax Returns.** The Grantee confirms that it has in the past timely filed, and agrees that it will in the future timely file, all applicable federal, state and local tax returns. Furthermore, the Grantee confirms that it has in the past timely paid, and agrees that it will in the future timely pay, any applicable federal, state and local taxes. The Grantee agrees to furnish to Grantor, upon written request by the Grantor, copies of any such tax returns and evidence of the payment of any such taxes.

**Section 3.8 Change of Legal Status.** From the Effective Date through the time that the Maximum Grant Amount has been fully disbursed to the Grantee, the Grantee shall (i) give the Commission notice of any change in its name, its type of organization and its jurisdiction of organization, and (ii) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the Commission.

**Section 3.9 Membership in GLSC.** The Grantee agrees to become a member of the Commission at a cost of \$5,000, for the calendar year in which this Grant Agreement is effective. Further, the Grantee understands the importance of continuing its partnership agreement with the GLSC thereafter and agrees to carefully consider renewing its membership in the GLSC for the calendar years after the year in which this Grant Agreement is effective.

#### **Article IV** **Representations and Covenants of the Commission**

The Commission represents and warrants to the Grantee:

**Section 4.1 Organization.** The Commission is duly organized, validly existing and in good standing as a non-profit corporation formed under the laws of the State of Michigan and has the power and authority to enter into and perform its obligations under this Agreement.

**Section 4.2 Authority.** The execution, delivery and performance by the Commission of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Commission and will not: (i) violate any provision of law or of the Commission's governing documents, or (ii) result in the breach, be a default of, or require any consent under, any agreement or instrument to which the Commission is a party, or by which the Commission or its property may be bound or affected. This Agreement is valid, binding, and enforceable obligation of the Commission, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

**Section 4.3 Consent.** No consent or approval is necessary from any governmental or other entity as a condition to the execution and delivery of this Agreement by the Commission or the performance of any of its obligations under this Agreement.

#### **Article V** **Indemnification**

**Section 5.1 Indemnification and Hold Harmless.** Except for the obligations to process and disburse Grant Disbursements as required in this Agreement, the Commission and its respective directors, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the Indemnified Persons harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Grantee under this Agreement, including all liabilities,

costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify the Indemnified Persons from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Grantee under this Agreement. The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court of competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the Indemnified Person, unless the court finds that despite the adjudication of liability, the Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper.

## **Article VI**

### **General Terms and Conditions**

**Section 6.1 Use of Grant Funds.** The Grantee is obligated to use and shall use the Grant Disbursements only to pay costs directly associated with the Project as detailed in the Application and for no other purpose.

**Section 6.2 Reports.** Upon completion of the Project, the Grantee shall submit to the Commission a report (the "Project Report"). The Project Report shall be in a form reasonably acceptable to the Commission and shall state, at a minimum, the following:

- (a) The total amount expended for the Project;
- (b) The sources and amounts of funds (in addition to the Grant) used to complete the Project;
- (c) The date on which work on the Project started, the date that the Project was completed, and, if applicable, any significant interim milestone dates; and
- (d) The manner in which the Project has developed or improved, or is expected in the future to develop or improve, facilities for events promoting sports-related tourism and recreation in Northern Michigan.

**Section 6.3 Publicity.** The Grantee will not use the name of the Commission, nor any officer, agent or employee of the Commission, in any publicity, advertising or news release concerning this Agreement or the Grant without the prior written approval of the Commission.

**Section 6.4 Discharge of Obligations.** Unless contested in good faith by appropriate proceedings, the Grantee shall promptly pay and discharge all taxes, assessments, and governmental charges lawfully levied or imposed upon it, in each case before they become delinquent and before penalties accrue.

**Section 6.5 Costs and Fees.** The Grantee shall be responsible for payment of all its own costs and expenses incurred in connection with the preparation and closing of this Agreement.

**Article VII**  
**Default and Remedies**

**Section 7.1 Events of Default.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement:

(a) any representation made by the Grantee to the Commission shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in the Application;

(b) any material breach by the Grantee of an obligation of the Grantee under this Agreement, including using Grant Disbursements for purposes other than those permitted in Section 6.1;

(c) any failure to submit a Project Report when due, which is not cured by the Grantee to the satisfaction of the Commission within ten (10) business days after written notice thereof by the Commission;

(d) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; or

(e) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof.

**Section 7.2 Available Remedies.** Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable cure periods without the required cure), the Grantee shall be required to repay to the Commission all Grant Disbursements. Additionally, the Commission may terminate this Agreement, and upon termination of this Agreement, the Commission shall have no further obligation to make any further Grant Disbursements or payment of any kind to the Grantee. The remedies set forth above are not intended to be the sole and exclusive remedies in case an Event of Default shall occur, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee also shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by the Commission in collecting any sums due to the Commission under this Agreement, in enforcing any of the Commission's rights under this Agreement due to failure of the Grantee to comply with its obligations under this Agreement, or in exercising any remedies available to the Commission as result of the occurrence of one or more Events of Default.

**Article VIII**  
**Miscellaneous**

**Section 8.1 Notice.** Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after sending such notice for all delivery methods other than U.S. mail, and three business days after the mailing date for deliveries via U.S. mail.

**Section 8.2 Successors and Assigns.** The Commission may at any time assign its rights in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the Commission. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 8.3 Amendment.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Commission and the Grantee.

**Section 8.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**Section 8.5 Jurisdiction.** The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement without litigation. If a controversy cannot be resolved without litigation, the Parties agree that any legal actions concerning this Agreement shall be brought in Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of such court and agrees to service by first class or express delivery.

**Section 8.6 Entire Agreement.** This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings and communications, whether written or oral, with respect to the subject matter of this Agreement.

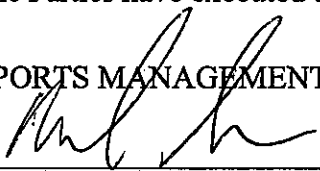
**Section 8.7 Counterparts; Facsimile/Pdf Signatures.** This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes.

**Section 8.8 Severability.** All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement.

**Section 8.9 Captions.** The captions or headings in Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

The Parties have executed this Agreement effective on the Effective Date.

BOON SPORTS MANAGEMENT



By: Michael Stebbins  
Its: President

GREAT LAKES SPORTS COMMISSION FOUNDATION

By:  
Its:

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Exhibit A

Description of the Project

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The Project is focused on enhancing the Wexford Civic Center facility in Cadillac, with the focus of replacing the auditorium's flooring with a modern multi-sport surface designed to support basketball, volleyball, wrestling, pickleball, and a variety of recreational and competitive events.

The following enhancements are included:

- Replacement of the current flooring with modern, multi-sport surface flooring designed to support basketball, volleyball, wrestling, and a wide variety of recreational and competitive events.
- Secondary improvements to restrooms and facility lobby.
- Updated branding and marketing to position the facility as a premier regional destination.

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Exhibit B

Grant Disbursement Requirements

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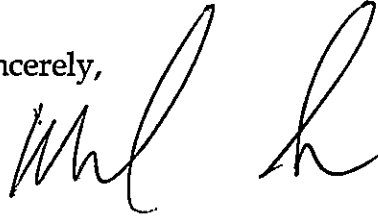
The Grant Disbursement Requirements are as follows:

1. Grantee must supply a description of the proposed uses of the Grant proceeds in alignment with the Application.
2. All disbursements will be made on a reimbursement only basis – the Grantee must present paid receipts for the expenditures and then request reimbursement from the Commission.
3. Grantee must provide evidence that Grantee has received matching grant proceeds in the amount equal to 100% or more of the Maximum Grant Amount.
4. GLSC shall be recognized on signage in the refurbished auditorium space.

membership required by Section 3.9 will be paid by the Cadillac Area Visitors Bureau.

With the above disclosures, please accept the enclosed signed Grant Agreement. BSM, its partner agencies, as well as, the entire region look forward to bringing this project to fruition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Stebbins', written in a cursive style.

Michael Stebbins (President)

**BOON SPORTS MANAGEMENT**

## The Wex Civic Center Auditorium Dilemma

### **Identifying the Problem**

As others before us, Boon Sports Management (BSM) has been struggling to generate revenue from and generate greater use of the auditorium. The problem appears to be the condition of the auditorium itself. The auditorium, believed to have been built in the 1970's with significant deferred maintenance, is showing its advanced age.

### **Identifying a Possible Solution**

BSM Applied for and received grant funding to pay for an optimization report for the facility. The Great Lakes Sports Commission agreed to fund the report through a \$14,000 grant. The *Legacy Sports Group* prepared a report. Although the report covered optimization of both the ice arena and the auditorium, the auditorium was the primary focus. The report is attached.

The report recommended removing the current auditorium flooring and replacing it with state-of-the-art multiuse flooring. The recommendation was for flooring that could be used for basketball, wrestling, volleyball, pickle ball and other sports, as well as, non-sporting events. The latter would be enabled due to the ability of the floor to withstand significant point loads. The cost of the recommended system ranged from \$230,000-\$250,000. This cost does NOT include the removal of the existing floor or the old bleachers. It is our hope that the existing bleachers can be removed without charge, in exchange for the salvage value of the bleacher wood and metal material.

The auditorium also desperately needs improvements to the lobby and replacement of the existing bathrooms. The bathrooms are in need of near constant and costly repairs. The estimated cost for the lobby and bathroom work is \$60,000-\$75,000.

We are looking at a project of approximately \$325,000.

### **Funding the Solution**

BSM applied for and received a \$150,000 grant from The Great Lakes Sports Commission Foundation. The grant requires a match of \$150,000. The Grant Agreement is attached. To date BSM believes it has commitments of \$90,000, contingent on finding the balance of the required grant match funds.

### **Where We Stand**

Total cost for the project is \$325,000. Of this cost BSM has obtained \$150,000 in grant funding and \$90,000 in matching donations for a total of \$240,000 toward the total project cost.

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# LEGACY SPORTS GROUP

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## WEXFORD CIVIC CENTER OPTIMIZATION REPORT

AUGUST 2024

PREPARED FOR:

**Boon Sports Management**

# TABLE OF CONTENTS

<b>SECTION 1   INTRODUCTION.....</b>	<b>4</b>
CONTEXT.....	4
SCOPE OF WORK.....	4
GOALS & OBJECTIVES.....	4
METHODOLOGY.....	5
LIMITATIONS, ASSUMPTIONS & CONSTRAINTS.....	6
<b>SECTION 2   INFRASTRUCTURE EVALUATION &amp; ASSESSMENT.....</b>	<b>8</b>
AUDITORIUM.....	8
FACILITY ENHANCEMENT OPPORTUNITIES.....	9
FLOORING.....	9
OTHER.....	11
ICE RINK.....	13
FACILITY ENHANCEMENT OPPORTUNITIES.....	13
FLOORING.....	13
OTHER.....	14
<b>SECTION 3   UTILIZATION ASSESSMENT.....</b>	<b>16</b>
AUDITORIUM.....	17
UTILIZATION.....	17
RENTAL REVENUE.....	18
OPPORTUNITIES.....	20
ICE RINK.....	21
UTILIZATION.....	21
RENTAL REVENUE.....	22
OPPORTUNITIES.....	24
<b>SECTION 4   RECOMMENDATIONS &amp; NEXT STEPS.....</b>	<b>25</b>
RECOMMENDATIONS.....	25
AUDITORIUM.....	25
FLOORING.....	25
NETTING SYSTEM.....	27
EQUIPMENT.....	28
EVENTS.....	28
STORAGE.....	29
ICE RINK.....	30
FLOORING.....	30
NETTING SYSTEM.....	32
EVENTS.....	32
LOCKER ROOMS.....	32

STORAGE..... 32

OTHER..... 33

    GENERAL REPAIR..... 33

    FACILITY BOOKING SOFTWARE..... 34

NEXT STEPS..... 34

**CONCLUSION..... 35**

**APPENDIX..... 36**

    Appendix A: Sports Organizations within 30-miles..... 36

    Appendix B: Contact List for Auditorium Sports Flooring..... 37

    Appendix C: Contact List for Portable Turf..... 37

    Appendix D: Audio, Visual and Sound Companies for Consideration..... 37

    Appendix E: Storage Companies for Consideration..... 38

    Appendix F: Contact List for Facility Booking Software..... 38

## SECTION 1 | INTRODUCTION

### CONTEXT

Boon Sports Management is a not-for-profit group that has managed the Wexford Civic Center since 2016 and is under contract for the next two years as well. The Wexford Civic Center has two main areas: the Auditorium and Ice Rink.

The team at Boon Sports Management has identified that the flooring in the auditorium is in poor condition and is the reason they are no longer able to host basketball games. As a result of this, they are looking to determine if new sports flooring solutions that can also support cars and boats may be a feasible solution.

The ice in the Ice Rink is a standard size for hockey and regularly hosts hockey practices and games during the hockey season. The Auditorium has one basketball court and retractable bleachers on opposite walls. It routinely hosts casual pickleball play and other sporting practices but does not host any basketball games.

Boon Sports Management is also looking for new ways to better increase the usage of the facility in hopes to increase the facility's utilization, increase the rental revenue and attract more people to the area. The majority of the facility usage currently is from recurring outside rentals and Boon Sports wishes to keep those events if possible.

### SCOPE OF WORK

Boon Sports Management and the Wexford Civic Center have engaged Legacy Sports Group, further referred to as the project team, to evaluate the events and infrastructure of the Auditorium and Ice Rink at the Wexford Civic Center.

The project team has worked to identify infrastructure items for consideration and determine the areas of improvement in the Auditorium and Ice Rink utilization. Based on our industry knowledge, we have also provided recommendations on how to improve the Civic Center in each facet.

### GOALS & OBJECTIVES

The primary goal of this analysis is to provide the Wexford Civic Center with recommendations on how to improve the auditorium's makeup and design in order to increase the utilization and profitability of the Civic Center through the events facilitated.

The project team separated each step needed to achieve the primary goal into 4 sections:

#### **Section 1: Introduction**

The introduction outlines the scope of work and the goals and objectives to be achieved.

#### **Section 2: Infrastructure Evaluation & Assessment**

The infrastructure evaluation & assessment section looks to evaluate the Civic Center's current state of facilities as well as understand the capabilities due to the current infrastructure and FF&E

at the facility. Based on this assessment the project team will be able to give infrastructure recommendations such as flooring type, netting systems, goal systems, concessions, and other components.

### **Section 3: Event Analysis**

The event analysis section looks to understand the Wexford Civic Center's past and current schedule, utilization rates, and primary users. Based on this analysis the project team will be able to give recommendations on how to increase the utilization and profitability through events.

### **Section 4: Recommendations & Next Steps**

The recommendations & next steps section provides the Wexford Civic Center with the project team's recommendations based on the preceding sections inclusive of specific next steps for Boon Sports Management if they wish to advance with the project team's recommendations.

## **METHODOLOGY**

The research methodology used to achieve the goals and objectives laid out by the project team is simple, yet effective.

**Internal & External Data Collection** | The project team reviewed previously completed documents, plans, studies and presentations to get an understanding of the history, present state, and desired future for Wexford Civic Center. This information was supplemented by a secondary search of online resources, such as reviewing additional sports facilities, sports programming, and much more.

**Observational Research** | The project team likes to have an actual "boots on the ground" lay of the land and put our own eyes on the layout of the community, key assets, accommodations, attractions, existing facilities, etc.

The project team took a trip to Cadillac, Michigan and the Civic Center for a site visit on June 6, 2024 and stayed in the market through June 8th, 2024.

**Qualitative Research** | The project team believes that the most robust learning comes from talking to people in the local market. Individuals who "live it" everyday and have a first person's point are invaluable to our research.

During the site visit, the project team met with members from the Boon Sports Management/Wexford Civic Center staff, local CVB members, community stakeholders and sports programmers. The conversations that came from these meetings shed light on the constraints and challenges that need to be overcome from the perspective of both the Civic Center's operations and the local programmers.

**Quantitative Research** | Data collected via other research methodologies is open to interpretation based on the researcher's personal discernment - Quantitative research results are those of physical evidence that has been gathered. Because numbers are difficult to dispute, the project team wanted to gather quantitative data to use to either strengthen or refute our findings.

**Final Review & Analysis** | After the culmination of this research the project team will review and conduct an analysis of all data that will be used to inform recommendations on best steps forward.

## LIMITATIONS, ASSUMPTIONS & CONSTRAINTS

Due to the nature of this study the project team faced some limitations, assumptions and constraints:

### 1. Calendar Events

The project team reviewed and conducted all calculations based on the "Civic Arena" and "Ice Schedule" Google calendars provided by Boon Sports Management. The "Civic Arena" was the calendar for the auditorium and the "Ice Schedule" was for the ice arena. Any edits to the calendars since June 10, 2024 were not a part of the project team's review.

### 2. Calendar Review

The calendars provided to the project team were from 2010 to 2025. However, in order to adequately review the calendar based on the facility's current offerings, we decided to use the calendar of events from January 2021 - December 2024. The project team then averaged the calendar of events to review the annual averages over the last four years.

### 3. Rental Rates

Since the exact financial information associated with past events was not available, all financial information regarding rental revenue are estimates from the project team based on information provided by Boon Sports Management.

The following are the rental rates used when conducting the past and projected rental revenue:

#### Auditorium

- Pickleball | \$13.33/hr
- Set Up | \$500/day
- Non-Sporting Event | \$1,600/day
- Cadillac Prom | \$500/day
- Other Prom | \$400/day
- Firefighter Basketball Group | \$30/hr
- VSA/VBA | \$50/hr
- Wonderland Humane Society | \$50/day
- Other Sports Practices | \$50/hr
- Weddings | \$800/day
- Bounce Events | \$125/hr
- Project Christmas | Free
- American Red Cross | Free
- Feeding America Mobile | Free

#### Ice Arena

- Ice Hockey | \$200/hr
- Private Ice Rentals | \$200/hr
- Open skate | \$20/session (5 people renting skates at \$4 per 2 hours)

- Concrete Rental | \$50/hr

#### 4. Ice Rink Season

Boon Sports Management stated that the ice typically goes down in the beginning of October and is removed in April or May but the dates are flexible by a couple of weeks depending on the year. For future years, the project team defined the ice season as October through April and the off season as May through September.

#### 5. Fair Season

The project team understood that the Wexford Civic Center, both the Auditorium and Ice Rink, is utilized by the Fairgrounds from the end of July through the end of August for free and we did not attempt to create any new events during that time period as the Fairgrounds has priority.

#### 6. Visitor Data

The Cadillac Area Visitors Bureau was able to provide the project team with information about the Wexford Civic Center and its visitors from PlacerAI. The CAVB expressed that some values may be skewed in the months of June and August due to visitors at the Fairgrounds on the property. Since these events are still on the same property as the Civic Center and some visitors may be using the facility as well, the project team believes it is accurate.

Regardless of these limitations, assumptions and constraints, we believe that the following report is based on sound research and analysis.



## SECTION 2 | INFRASTRUCTURE EVALUATION & ASSESSMENT

Within the *Infrastructure Evaluation and Assessment* section, the project refers to the two primary spaces within the Wexford Civic Center, according to the names reflected on the front building signs; Auditorium and Ice Rink. Also, because these two spaces are unique to each other, we have provided a separate evaluation of each.

### AUDITORIUM

The Auditorium, located on the west side of the building, is made up of, restrooms, an AV room, one dressing room, a storage closet, concessions window and the gymnasium/auditorium. The auditorium is 138' by 130' of tiled flooring and has two sets of wood telescoping bleachers with a seating capacity of roughly 1,800 and a tabled seating capacity of 1,200. The tiled flooring within the auditorium is able to withstand heavy machinery but is not attractive enough to host basketball/volleyball games. Currently, the flooring is lined for basketball and pickleball.



With there being limited storage space within the auditorium items such as, pipe and drape, net systems, and heavy equipment are stored along the perimeter walls thus impeding on the area of play.

## **FACILITY ENHANCEMENT OPPORTUNITIES**

Based on the Auditorium's current infrastructure and offerings, the project team will be reviewing the following areas and discussing what their options are for improvement:

1. Flooring
2. Other

### **FLOORING**

In the project team's opinion, the existing flooring is extremely worn and needs to be replaced. According to the Boon Sports Management team, the wear and tear is also a factor in not being able to host games for basketball or volleyball. The project team believes the existing floor is a VCT tile which is not ideal as a sports surface because it is a hard material with no cushion. That however is also what makes it great for tradeshow with heavy equipment. This existing surface would need to be removed before any other flooring is installed.

The typical options for multi-purpose sports flooring are wood, rubber and pvc or combinations of the three. Since the management team wishes to continue hosting their typical events like the boat or car shows, a wooden floor surface is eliminated as it cannot withstand the weights of boats and cars. Rubber and pvc floors are harder sports surfaces capable of withstanding higher psi's. They also have cushions to absorb the impact for athletes however they also absorb the weight of heavy machinery like cars and boats ultimately damaging the cushion. One way to mitigate the cushion damage would be to lay masonite sheets or ply boards under the heavy equipment to distribute the item's weight.

As for the rubber, pvc or a combination of the two, there are many different vendors, products and variations to choose from based on what exactly is wanted. The project team identified the vendors below as possible options for the auditorium.

#### **Mondo Worldwide**

Mondo is one of the leading manufacturers and suppliers of rubber sports flooring for a variety of different sports and facilities. Their sports flooring options are produced with the athlete in mind, resulting in surfaces that will help athletes maximize their performance potential while giving them a safe surface that will minimize the risk of injuries.

1. Mondo Advance

Mondo Worldwide has a product called Mondo Advance that could provide what is needed in the Auditorium. Mondo Advance has several variations with different thicknesses but all are a true multipurpose surface. The two layer Mondo Advance offers thicknesses of 4, 6, 8 and 10mm and the three layer offers thicknesses of 8 and 10mm.

Some of the downsides to Mondo Advance are the cost and that the weight limit may be lower than other flooring options.

### **Tarkett Sports Indoor**

The Tarkett Sports offers a wide range of gym flooring options, suitable for many different activities and levels of competition. In addition, Tarkett Sports also provides comprehensive environmental data for each of its gym flooring options, allowing each customer the opportunity to make informed decisions according to their values.

1. OMNISPORTS HPL

Tarkett Sports Indoor offers many multi-purpose sports flooring options with one being OMNISPORTS HPL, which is a layered PVC surface designed for sports areas that may also have heavy bleachers and/or heavy equipment. This surface has an underlayment which allows for point loads up to 500 psi without sacrificing appearance.

The drawbacks of the OMNISPORTS HPL are the cost and there is not as much cushion for athletes as there is with other sports flooring options.

2. OMNISPORTS Multi-Use

Tarkett Sports Indoor also offers OMNISPORTS Multi-Use, which is a vinyl sports flooring designed for sporting and non-sporting events.

Disadvantages of the OMNISPORTS Multi-Use include the cost and that the weight limit is unknown.

3. OMNISPORTS Active+

Tarkett Sports Indoor also offers OMNISPORTS Active+, which is a vinyl sports flooring designed for sporting and non-sporting events and serves a very similar purpose to the OMNISPORTS Multi-Use.

The disadvantages of the OMNISPORTS Active+ are also the cost and that the weight limit is unknown.

4. PolyTurf Plus Pad & Pour

Another option offered by Tarkett Sports Indoor is PolyTurf Plus Pad & Pour, a polyurethane pad and pour flooring system. This sports flooring is designed to withstand heavy bleachers, tables, and chairs while also providing a playing surface with shock absorption for athletes. The system also offers the padding in thicknesses of 4, 7 and 9mm.

Some of the downsides to the PolyTurf Plus Pad & Pour are the cost and the weight limit is not known exactly.

### **Dynamic Sports Construction Inc.**

Dynamic Sports Construction is a leading provider of state-of-the-art gymnasium and sport court flooring products and installation nationwide. Their rubber gym flooring options are designed for maximum shock absorption to help protect athletes and enhance performance. The sports flooring products are extremely durable and can be custom-designed to meet the needs and branding of your high school gym, university, recreation center, fitness studios, pickleball court, or other multi-sport facilities.

1. DynaForce

Dynaforce is a sports flooring system from Dynamic Sports Construction with a rubber pad and polyurethane layer that is customizable to fit most needs. This flooring system is designed to withstand banquet tables, bleacher loads, fitness equipment while also providing a playing surface with shock absorption for athletes. The system also offers the padding in thicknesses from 6 to 16mm.

The downsides to Dynaforce are the cost and the exact weight limit is not known.

### **Robbins Sports Surfaces**

Robbins Sports Surfaces is a premier supplier of high-quality, high-performance maple and synthetic sports flooring for the professional, collegiate, arena, education, religious and fitness markets.

#### 1. Pulastic

Pulastic is a sports flooring system from Robbins Floor with rubber pad and polyurethane layer with a seamless, non-porous and smooth surface for easy maintenance, repair and resurface options. This flooring system is designed for multi-purpose events, basketball, volleyball, aerobics, and training facilities. The system also has three variations: Classic 90, Classic 110 and Pro 110 Comfort.

The downsides to Pulastic are the cost and there would be issues with the weight limits for car/boat shows.

### **OTHER**

The Auditorium has a multitude of existing items that could possibly be enhanced such as pipe and drape curtains, portable netting, batting cages, bounce houses, wall-mounted bleachers, basketball goals, audio and visual technology and storage.

One alternative to the pipe and drape curtains and portable netting would be dropdown netting. Depending on the Auditorium's court layout, dropdown netting from the ceiling could be a quality alternative and investment to help with the storage space issues.

An option as an alternative to the existing batting cages could be a dropdown netting system. This option would also help with the existing storage space issues.

For the bounce houses, there are not an abundance of possibilities, however their storage could definitely be improved so they no longer have to sit at the edge of the Auditorium. They could either be stored in another room in the building, a storage pod outside the building or in another building completely.

There are many alternatives to the wall-mounted bleachers especially since it was stated that the existing ones are only used a handful of times. Tip-n-roll bleachers are a common alternative to large wall mounted bleachers especially if you are trying to utilize as much floor space as possible. Tip-n-roll bleachers are available in various sizes and levels but they would also need to be stored when not in use. Another option would be improved wall mounted telescopic bleachers. They would improve the look of the facility and fold up to the wall like the existing bleachers but are expensive.

Alternatives for the basketball goals are portable goals or new drop down goals. Replacing the backboard and rim on the existing goals is also an option.

The project team also noted that the audio and visual technology in the auditorium was outdated and not suited for hosting large events. Also, there has been considerable development in the audio and visual technology industry allowing for options of higher quality. Most newer options include mounting audio and visual equipment to the rafters but portable equipment for the facility is also a possibility.

Another thing in the Auditorium the project team wanted to discuss were the storage rooms. We noticed that there was only one small storage room in the Auditorium and that has led to an abundance of storage issues within the space. Items are now being stored in various rooms with other purposes as well as along the walls and bleachers of the Auditorium. Some possible solutions to the storage issues are to build storage space on to the Civic Center, use mobile storage containers, or store items at an offsite location and move them whenever necessary.

## ICE RINK

The ice rink is on the south half of the Wexford Civic Center and comprises 6 total locker rooms, a ref room, a concessions/kitchen area, a pro shop, conference room, lobby, some storage space and the ice rink. The rink itself has concrete flooring throughout and fixed panels as the walls for the ice. There is also bleacher seating for 500-600 visitors. The ice rink is 201' by 85' and ice is typically down in the space from October through April.



The ice rink has temporary pipe and drape dividers for whenever the space needs to be split up and can be seen in the photo to the right.



Just outside the room with the ice rink is a lobby which has access to the locker rooms, concession/kitchen area, pro shop and conference room. Five of the six locker rooms have showers while the other, the lone women's locker room, does not have a shower. The Boon Sports Management team stated there is a proposed renovation for this women's locker room to include a shower and restroom but they are currently in the process of getting a grant for that renovation.

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## FACILITY ENHANCEMENT OPPORTUNITIES

Based on the Ice Rink's current infrastructure and offerings, the project team will be reviewing the following areas and discussing what their options are for improvement:

1. Flooring
2. Other

### FLOORING

Boon Sports Management has expressed that they wish the ice to remain for the usual months of the ice season. During the off season, there are many flooring possibilities for the area especially with the concrete surface.

1. Portable Pickleball Flooring

With the local pickleball club being such a large user of the Civic Center, there is an opportunity to use indoor portable pickleball flooring in order to host more lucrative pickleball tournaments and events.

Some of the downsides to the pickleball surface are the cost, installation and storage as well as

the fact that tournament pickleball play is typically outdoors in the summer months.

## 2. Portable Sports Tiles

If the Ice Rink wished to host more sporting events for basketball or volleyball, portable sports tiles could be a good option as they provide an adequate surface for travel basketball or volleyball games.

The drawbacks to the portable tiles are that they would be used to host sports such as basketball and volleyball. For basketball, the space would only be able to accommodate two courts and the Civic Center does not have portable goals. For volleyball, the space could accommodate three more courts but the travel volleyball season does not run through the end of the summer and the Civic Center also does not have any portable nets.

## 3. Portable Turf

Portable turf is another possible option for the Ice Rink. Many other ice rinks lay portable turf during their off seasons as well to host sports such as baseball, softball, soccer, lacrosse and football. This option could provide the existing baseball and softball user groups a turf surface to use instead of the tiled floor in the Auditorium. The area wouldn't be able to host games and tournaments outside of indoor soccer and box lacrosse but would be a practice facility for all, especially during bad weather.

The downsides to the portable turf surface are the cost, installation and storage.

## OTHER

An existing item at the Ice Rink that could be enhanced is the pipe and drape curtains. One alternative to the pipe and drape curtains would be netting. That could be dropdown netting from the ceiling or portable netting depending on the need but it would allow for visibility through the divider instead of having curtains blocking the view.

Some other miscellaneous things in the Ice Rink the project team wanted to discuss were the locker rooms and lobby area.

When examining the existing locker rooms, it was apparent that they were in disrepair and could use some work, especially the women's locker room that did not have a shower, restroom, lockers, whiteboard or running water. It was mentioned that there is already a plan for the one women's locker room to be renovated allowing for a restroom to be connected to the existing space.

In addition to the plan already in place, another option could be to renovate all the other locker rooms as well due to the general disrepair. Restoring these locker rooms would make the Ice Rink as a whole more desirable and allow the space to maintain the existing events and attract larger events.

Also, the ref locker room is currently just a small box, roughly 5 ft. by 9 ft., alongside the rink with only benches along the walls. This box could be renovated to be more accommodating or relocated to a location where increasing its space is possible.

To the project team's knowledge, the lobby has not been renovated since 2015 and renovating or cleaning the area could be an option. The Boon Sports Management team mentioned that both

the home and visiting teams currently have to enter from the same doorway, which is uncommon. A possible solution to this would be to convert one of the existing storage rooms on the east or south side of the building to become a visiting locker room and one of the existing locker rooms could become storage. Some potential issues with this solution are the issues with construction, potentially losing storage space and cost, as a quote would be necessary in order to find out the exact pricing.



## SECTION 3 | UTILIZATION ASSESSMENT

In order to properly ascertain an understanding of the events currently taking place at the Wexford Civic Center, the project team conducted a full review of the Auditorium and Ice Rink calendars provided by the Boon Sports Management team. Each review was completed separately as most events typically occur in either the Auditorium or the Ice Rink.

The project team was also provided with visitor data and information from the Cadillac Area Visitors Bureau and PlacerAI. This data was able to show the Wexford Civic Center has hosted 39.8 thousand visitors and 133.8 thousand visits during the last 12 months ranking number one as the most visited location within 15 miles and number 31 within all of Michigan. The largest amount of visits during the week can be attributed to Saturdays and more specifically from 10AM to 8PM.

Within the 4-year span from January 2021 - December 2024, 16,700.92 total hours were booked between the Auditorium and Ice Rink. The project team then averaged the calendar of events over those 4 years and reviewed those annual averages.

Once the project team had reviewed all resources available, we were then able to determine what events are taking place, what types of events these are, who is facilitating those events, and how many total hours each event consumes within the facility.

## AUDITORIUM

### UTILIZATION

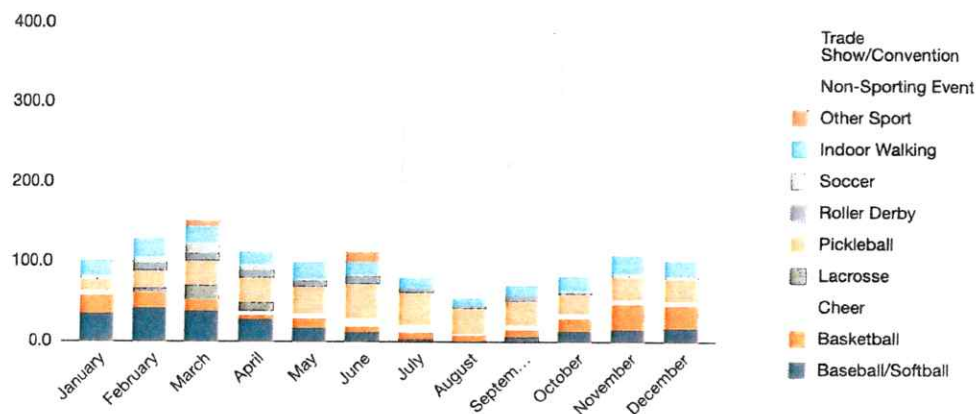
The Auditorium has averaged 2,919.3 hours of facility use per year. The project team has broken out the averages by month below.

Table 1: Average Auditorium Hours Utilized by Month

Month	Hours
January	216.1
February	208.3
March	273.1
April	261.0
May	225.5
June	179.6
July	280.9
August	116.2
September	238.3
October	359.3
November	216.6
December	344.5
<b>Total</b>	<b>2,919.3</b>

The project team decided the best way to review the events hosted at the Auditorium was by grouping them by event type. The monthly averages of event type utilization can be seen below.

**Auditorium Monthly Utilization (by Event Type)**



“Trade Show/Convention” represents hours of any trade shows or convention style events such as gun shows, Comic Con and expos. “Non-Sporting Event” represents all event hours not associated with sports, trade shows or conventions such as dinners, Dancing with the Y, bounce house parties, weddings and open houses. “Baseball/Softball” represents all hours associated with baseball or softball events. “Basketball” represents all hours associated with basketball events.

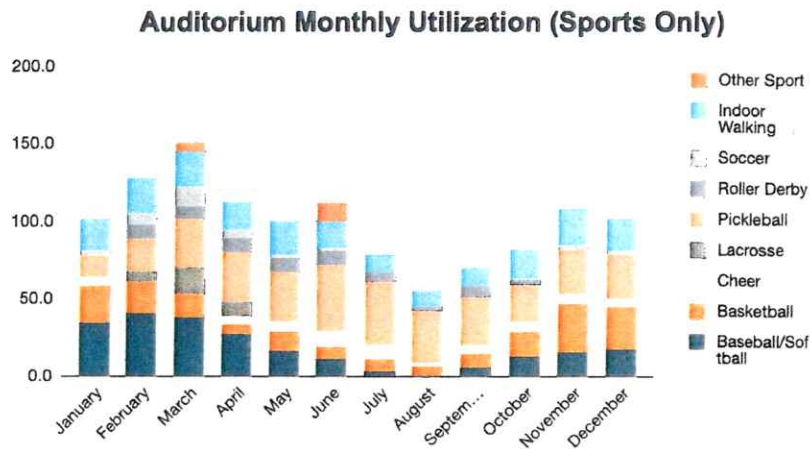
"Cheer" represents all hours associated with cheer events. "Lacrosse" represents all hours associated with lacrosse events. "Pickleball" represents all hours associated with pickleball events. "Roller Derby" represents all hours associated with roller derby events. "Soccer" represents all hours associated with soccer events. "Indoor Walking" represents all hours associated with indoor walking events. "Other Sport" represents any sporting event that is not its own grouping.

Table 2: Average Annual Auditorium Hours by Event Type

Event Type	Average	%
Non-Sporting Event	1,175.63	40.27%
Trade Show/Convention	544.25	18.64%
Pickleball	363.50	12.45%
Baseball/Softball	221.75	7.60%
Indoor Walking	216.50	7.42%
Basketball	186.13	6.38%
Roller Derby	62.50	2.14%
Cheer	60.25	2.06%
Soccer	38.50	1.32%
Lacrosse	32.25	1.10%
Other Sport	18.00	0.62%
<b>Total</b>	<b>2,919.25</b>	<b>100.00%</b>

Non-sporting events account for the largest utilization per year with 40.27% of the total Auditorium event hours. The next two largest event types are trade show/conventions (18.64%) and pickleball (12.45%).

The project team also reviewed the Auditorium calendar by sport specifically. The sports with the largest utilization are pickleball (363.50 hrs), baseball/softball (221.75 hrs) and basketball (186.13 hrs). The monthly averages of event type utilization by sport can be seen to the right.



## RENTAL REVENUE

Based on the provided rental rates, the project team estimates the Auditorium has averaged \$115,006.35 in rental revenue per year. The project team has broken out the averages by month below.

Table 3: Average Auditorium Rental Revenue by Month

Month	Revenue
January	\$ 9,742.50
February	\$ 8,821.25
March	\$ 11,350.63
April	\$ 11,466.88
May	\$ 8,213.54
June	\$ 6,730.83
July	\$ 13,632.08
August	\$ 3,334.38
September	\$ 8,994.58
October	\$ 18,540.00
November	\$ 8,672.81
December	\$ 5,506.88
<b>Total</b>	<b>\$ 115,006.35</b>

### Auditorium Monthly Revenue (by Event Type)

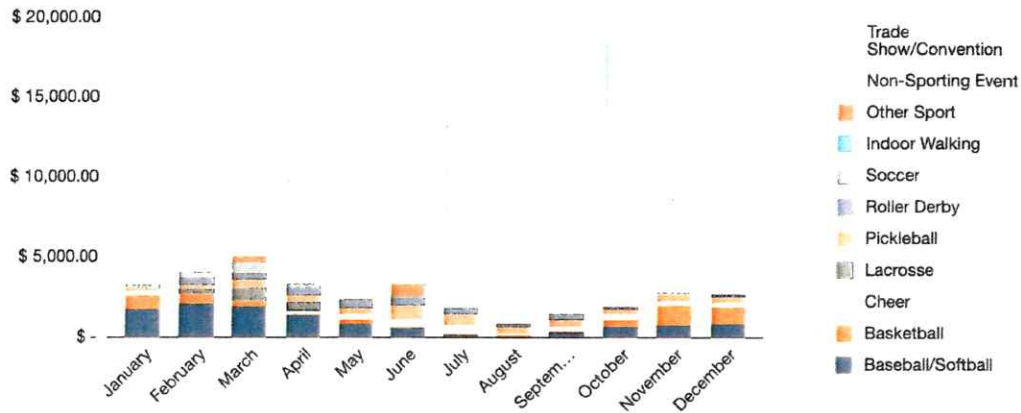
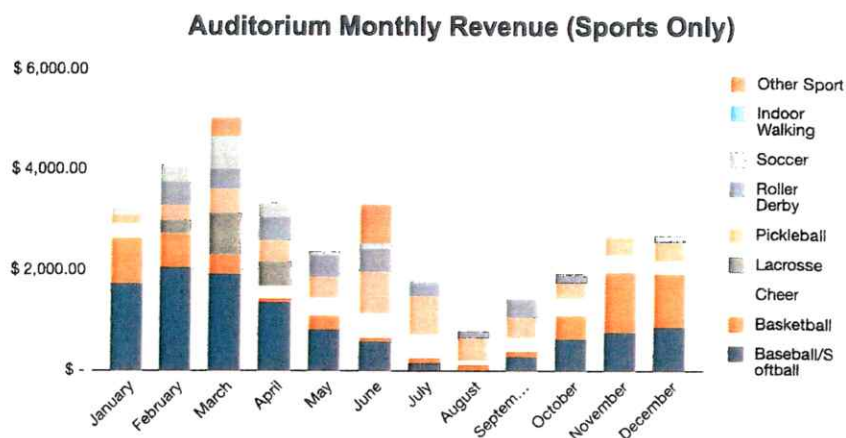


Table 4: Average Annual Auditorium Revenue by Event Type

Revenue	Annual Average	%
Non-Sporting Event	\$ 48,146.35	41.86%
Trade Show/Convention	\$ 33,962.50	29.53%
Baseball/Softball	\$ 11,087.50	9.64%
Basketball	\$ 5,530.00	4.81%
Pickleball	\$ 5,405.00	4.70%
Roller Derby	\$ 3,125.00	2.72%
Cheer	\$ 3,012.50	2.62%
Soccer	\$ 1,925.00	1.67%
Lacrosse	\$ 1,612.50	1.40%
Other Sport	\$ 1,200.00	1.04%
Indoor Walking	\$ -	0.00%
<b>Total</b>	<b>\$ 115,006.35</b>	<b>100.00%</b>

Similar to the utilization, non-sporting events account for the largest portion of the rental revenue at 41.86%. The next highest event types are trade show/conventions (29.53%) and baseball/softball (9.64%). Since the pickleball group and basketball group pay for the space with donations, their revenue percentage is much lower than their utilization percentage.

Again looking at the sporting events in the Auditorium only, the sports that have brought in the most rental revenue are baseball/softball (\$11,087.50), basketball (\$5,530.00) and pickleball (\$5,405.00).



## OPPORTUNITIES

One opportunity for the Auditorium to increase its utilization and revenue is by hosting a club basketball or volleyball team. With its current offering, the Auditorium may not be very attractive to these clubs but if the flooring was improved, the space could host a travel club for practices and potentially tournaments year round.

The Auditorium could also improve its revenue by pursuing more trade shows/conventions and other non-sporting events. This would contradict with Boon Sports Management’s mission of promoting recreational sports but a balance of the two could be found.

On the other hand, the Auditorium could look to pursue more tournaments and large sporting events. For weekend tournaments, the rental revenue would not be as high as it would be for non-sporting events, but additional revenue would be made through the visitor spending at the gate and concessions.

Another opportunity could be to pursue existing sports organizations within the market to utilize the Auditorium. The project team found 30 sports organizations within 30 miles and all of them except for the hockey and lacrosse ones could utilize the Auditorium for practices. If the Auditorium had the adequate support items such as nets and floors, it could host volleyball and basketball games and tournaments. The comprehensive list of sports organizations the project team identified within 30 miles can be found in Appendix A.

## ICE RINK

### UTILIZATION

The Ice Rink has averaged 1,252 hours of facility use per year with roughly 1,017 hours on the ice and 235 hours on the concrete pad. The project team has broken out the averages by month below.

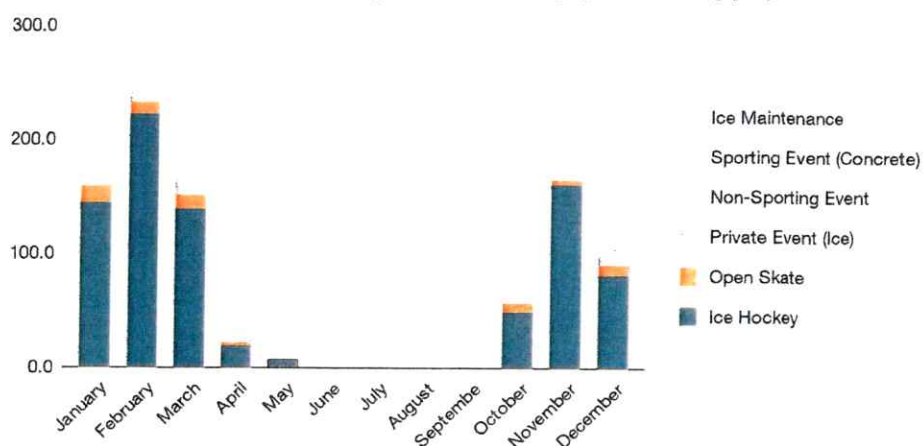
Table 5: Average Ice Rink Hours Utilized by Month

Month	Ice Hours	Non-Ice Hours	Total Hours
January	166.8	1.3	168.1
February	246.1	6.1	252.3
March	167.7	8.0	175.7
April	23.2	1.5	24.7
May	7.5	20.8	28.3
June	0.0	70.1	70.1
July	0.0	47.3	47.3
August	0.0	16.3	16.3
September	72.0	40.3	112.3
October	61.4	15.1	76.5
November	167.6	2.3	169.9
December	104.6	6.3	110.8
<b>Total</b>	<b>1,016.9</b>	<b>235.1</b>	<b>1,252.0</b>

The project team decided the best way to review the events hosted at the Ice Rink was by grouping them by event type. The monthly averages of event type utilization can be seen to the right.

“Ice Hockey” represents any event that is an ice hockey practice, game, tournament or clinic. “Open Skate” represents all hours designated to open skating. “Private Event (Ice)” represents all hours where ice was rented but not for ice hockey events such as private skates or school groups. “Non-Sporting Event” represents all event hours that are not associated with sports or the ice maintenance such as open houses or the Red Cross Blood Drive. “Sporting

Ice Arena Monthly Utilization (by Event Type)



Event (Concrete)” represents all sporting event hours that occur on the concrete pad during the ice off season. “Ice Maintenance” represents any hours relating to the ice’s installation, removal or maintenance that were in the calendar.

Table 6: Average Annual Ice Rink Hours by Event Type

Event Type	Average	%
Ice Hockey	822.2	65.7%
Non-Sporting Event	161.1	12.9%
Sporting Event (Concrete)	74.0	5.9%
Ice Maintenance	72.0	5.8%
Open Skate	62.9	5.0%
Private Event (Ice)	59.8	4.8%
<b>Total</b>	<b>1,252.0</b>	<b>100.0%</b>

It is obvious to the project team that ice hockey has the largest usage (822.21 hrs) and so does the ice in general. However, “Non-Sporting Events” also utilize the space for over 160 hours annually.

The project team also reviewed the calendar based on ice season and off season. The difference in the ice and non-ice hours stood out to the project team. With the ice season defined as October through April and the off season defined as May through September.

During the off season with the concrete pad flooring, the Ice Rink has averaged 194.6 hours of use. This number is very low considering this is accounting for almost half the year. The project team does understand that the fairground takes over the Civic Center for a month during the summer but there are still opportunities for improvement.

Table 7: Average Ice Off Season Utilization

Month	Non-Ice Hours
May	20.8
June	70.1
July	47.3
August	16.3
September	40.3
<b>Total</b>	<b>194.6</b>

## RENTAL REVENUE

Based on the provided rental rates, the project team estimates the Ice Rink has averaged \$183,412.08 in rental revenue per year with \$174,780.83 from the ice rentals and \$8,631.25 from the concrete pad rentals. The project team has broken out the averages by month below.

Table 8: Average Ice Rink Rental Revenue by Month

Month	Ice Revenue	Non-Ice Revenue	Total Hours
January	\$ 28,722.50	\$ 37.50	\$ 28,760.00
February	\$ 46,922.50	\$ 306.25	\$ 47,228.75
March	\$ 31,070.00	\$ 25.00	\$ 31,095.00
April	\$ 4,162.50	\$ 12.50	\$ 4,175.00
May	\$ 1,500.00	\$ 950.00	\$ 2,450.00
June	\$ -	\$ 3,225.00	\$ 3,225.00
July	\$ -	\$ 1,875.00	\$ 1,875.00
August	\$ -	\$ 137.50	\$ 137.50
September	\$ -	\$ 1,350.00	\$ 1,350.00
October	\$ 10,845.83	\$ 656.25	\$ 11,502.08
November	\$ 32,690.83	\$ 31.25	\$ 32,722.08
December	\$ 18,866.67	\$ 25.00	\$ 18,891.67
<b>Total</b>	<b>\$ 174,780.83</b>	<b>\$ 8,631.25</b>	<b>\$ 183,412.08</b>

Ice Rink Monthly Revenue (by Event Type)

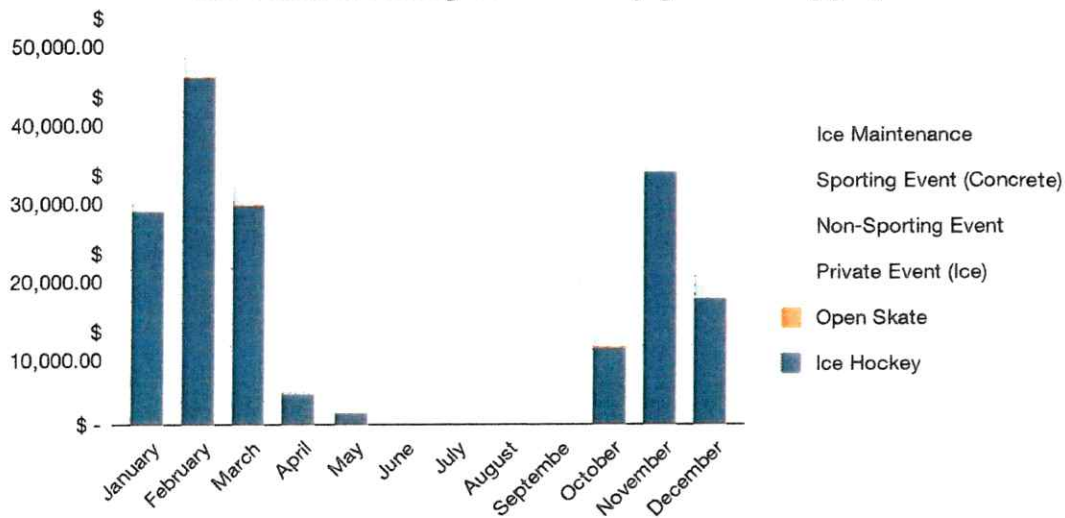


Table 9: Average Annual Ice Rink Revenue by Event Type

Event Type	Average	%
Ice Hockey	\$ 162,491.67	88.6%
Private Event (Ice)	\$ 11,654.17	6.4%
Non-Sporting Event	\$ 4,931.25	2.7%
Sporting Event (Concrete)	\$ 3,700.00	2.0%
Open Skate	\$ 635.00	0.3%
Ice Maintenance	\$ -	0.0%
<b>Total</b>	<b>\$ 183,412.08</b>	<b>100.0%</b>

Again, ice hockey accounts for the largest portion (\$162,491.67) but accounts for an even larger percentage for revenue (88.59%) because of the ice rental rate. Due to the ice rental rate being \$200/hr and the concrete rental rate being \$50/hr, ice events have a much larger impact on the revenue. In addition, many

events occurring on the concrete during the off season have a free or reduced rate because they are for charitable organizations.

During the off season with the concrete pad flooring, the Ice Rink has averaged a rental revenue of \$7,537.50. This number is also very low considering this is accounting for almost half the year. The project team recognizes there is a free or reduced rate for charitable organization events, however there are not too many free events during this time period.

Table 10: Average Ice Off Season Revenue

Month	Non-Ice Revenue
May	\$ 950.00
June	\$ 3,225.00
July	\$ 1,875.00
August	\$ 137.50
September	\$ 1,350.00
<b>Total</b>	<b>\$ 7,537.50</b>

## OPPORTUNITIES

The largest opportunity for the Ice Rink to increase its utilization and revenue is during the ice off season.

Based on the current calendar and infrastructure, some other events that could occur in the space during the ice off season are other sports such as floor hockey and pickleball. Volleyball and basketball could also be played in the space but temporary sports flooring would be needed. As for non-sporting events, auctions, conferences and new trade shows could be hosted during this time period in the ice rink.

Table 11: Average Ice Off Season Utilization & Revenue

Month	Non-Ice Hours	Non-Ice Revenue
May	20.8	\$ 950.00
June	70.1	\$ 3,225.00
July	47.3	\$ 1,875.00
August	16.3	\$ 137.50
September	40.3	\$ 1,350.00
<b>Total</b>	<b>194.6</b>	<b>\$ 7,537.50</b>

Regardless of the surface type, there are other opportunities to increase the revenue of the space. The Ice Rink could increase the rental rate to increase revenue. The Boon Sports Management team informed the project team that they plan to increase the ice hourly rate from \$200/hr to \$225/hr in the future but did not disclose when this would happen.

Another opportunity could be to pursue existing sports organizations within the market to utilize the ice rink space. The project team found 30 sports organizations within 30 miles and many of them could utilize the concrete during the ice off season for their sports practices. The comprehensive list of sports organizations the project team identified within 30 miles can be found in Appendix A.



## SECTION 4 | RECOMMENDATIONS & NEXT STEPS

The recommendations and next steps are based on the project's findings and how the project team believes Boon Sports Management and the Wexford Civic Center should proceed.

### RECOMMENDATIONS

The following are the recommendations that the project team believes should be considered by Boon Sports Management in an effort to improve the Wexford Civic Center.

#### AUDITORIUM

Specific to the Auditorium, the project team has recommendations regarding the flooring, netting system, FF&E, events and storage.

##### FLOORING

The project team recommends the Auditorium install a new multipurpose sports flooring solution capable of also withstanding cars and boats. We reached out for rough estimates on multipurpose sports flooring within the Auditorium and found the following:

Table 12: Sports Flooring Estimates

Product	Features	Estimated Price
Mondo Advance - Layered rubber pad	Can support basketball, volleyball, pickleball, other sports and non-sporting events	\$14.66-19.90/sf (\$263,000 - \$357,000)
OMNISPORTS HPL - Layered PVC	Can support basketball, volleyball, pickleball, other sports and non-sporting events. Also can withstand point loads of up to 500 psi	\$15-16.50/sf (\$269,100 - \$296,010)
OMNISPORTS Multi-Use - Layered PVC	Can support basketball, volleyball, pickleball, other sports and non-sporting events	\$13-14/sf (\$233,220 - \$251,160)
OMNISPORTS Active+ - Layered PVC	Can support basketball, volleyball, pickleball, other sports and non-sporting events	\$14-15/sf (\$251,160 - \$269,100)
PolyTurf Plus Pad & Pour - Rubber pad w/ polyurethane layer	Can support basketball, volleyball, pickleball, other sports and non-sporting events. Designed to withstand heavy bleachers, tables, and chairs with maximum durability	\$13.50-14.50/sf (\$242,190 - \$260,130)
DynaForce - Rubber pad w/ polyurethane layer	Can support basketball, volleyball, pickleball, other sports and non-sporting events. Designed to withstand heavy bleachers, tables, and chairs with maximum durability	*\$9-11/sf (\$161,460 - \$197,340)
Pulastic - Rubber pad w/ polyurethane layer	Can support basketball, volleyball, pickleball, other sports and non-sporting events.	\$13-14/sf (\$233,220 - \$251,160)

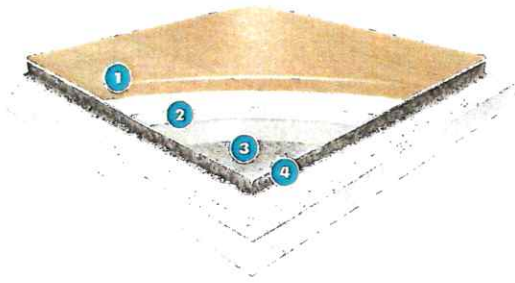
All prices do not account for existing flooring removal

\*Does not account for flooring installation

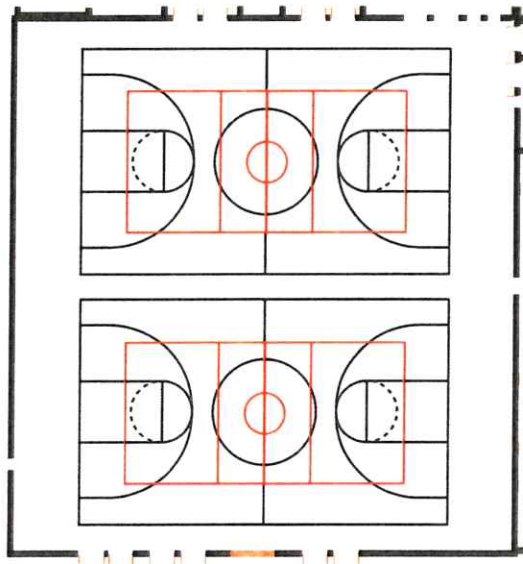
The contact list for sports flooring can be found in Appendix B.

The project team also recommends the existing tile flooring be removed before a new flooring surface is installed; however, we do not have a quote or estimate for the existing flooring removal as a site visit by a demo crew would have to occur first to examine the surface and glue.

With all things considered, the sports flooring that the project team recommends installing is the OMNISPORTS HPL as it would be able to withstand the most weight while also providing an improved surface for athletes and a hardwood appearance. If Boon Sports Management would pursue another multipurpose sports flooring solution, we would recommend laying masonite sheets or ply boards under the heavy equipment to distribute the item's weight. Images of OMNISPORTS HPL can be found below.



With a new floor in the Auditorium, the courts and lines can be designed however Boon Sports Management wishes. The project team does however recommend that the existing lining change so that two basketball/volleyball courts are lined in the space. Three volleyball courts could possibly fit but it would be extremely difficult and netting would most likely be required. For pickleball, dots could be put in the flooring surface and then lines could be taped whenever they are needed.



Many of the following recommendations are based on the court layout's change. If Boon Sports Management were to keep the court layout as is, the recommendations would no longer be applicable.

#### NETTING SYSTEM

As is, the project team believes the Auditorium does not need a fixed netting system. However if Boon Sports were to line the new courts differently to include multiple basketball/volleyball courts, drop down nets separating the courts would be the best solution long term.

## EQUIPMENT

The project team believes the existing batting cage system with portable nets is adequate for the Civic Center and there is no need at the current time for a dropdown netting batting cage system.

It is our understanding the existing telescopic bleachers are rarely used and we believe that they are not utilized enough to warrant keeping both sets of bleachers. The project team recommends Boon Sports Management further do their due diligence to see if either one or both of the bleachers should be removed. If they were to be removed, we would recommend using tip-n-roll bleachers for any occasion where bleachers are necessary. Additionally, depending on how a new floor is lined, the existing bleachers may not be able to be utilized.

Table 13: Tip-n-Roll Bleacher Pricing Estimates

Product	Rows	Seating Capacity	Size	Weight (lbs.)	Estimated Price
<a href="#">ULINE H-7229</a>	3	15	7.5' x 5' x 2'	150	\$1,225
<a href="#">ULINE H-4406</a>	3	30	15' x 5' x 2'	186	\$2,130
<a href="#">On Deck Sports Item # BL7410</a>	3	30	15' x 30" x 60"	207	\$1,558
<a href="#">ULINE H-4407</a>	4	40	15' x 7' x 2.5'	316	\$2,645
<a href="#">On Deck Sports Item # BL7413</a>	4	40	15' x 30" x 81"	295	\$2,511

If the courts are lined in a new direction new basketball goals would also be necessary. The project team would recommend dropdown goals as they don't need any additional storage. If the courts are not lined in a new direction, the project team would recommend installing a new backboard and rim on the existing infrastructure.

Table 14: Basketball Backboard and Rim Pricing Estimates

Product	Specifications	Estimated Price
<a href="#">Gared 42"x72" Collegiate Basketball Backboard, Rim &amp; Padding Package</a>	Meets NCAA & NFHS specifications	\$1,495.95
<a href="#">Bison 42"x72" Standard Glass Basketball Backboard, Rim &amp; Padding Package</a>	Meets NCAA & NFHS specifications	\$1,694.95
<a href="#">Spalding SuperGlass Collegiate Basketball Backboard, Rim &amp; Padding Package</a>	Meets all FIBA, NCAA, NFHS specifications	\$1,899.00

*Ceiling mounts and mounting system are not included in estimates*

The project team also recommends that Boon Sports Management further explore new audio and visual equipment for the Auditorium. The new equipment does not necessarily need to be mounted but we do believe there is a need for new equipment. The project team does not have pricing estimates for audio and visual equipment but did provide companies for consideration in Appendix D.

## EVENTS

With the purpose of increasing the amount of events taking place at the Auditorium, the project team recommends utilizing the existing market and the sports organizations found in Appendix A. The Auditorium should pursue becoming the "home" of one of these clubs or another sports organization not listed. This may include creating an in-house basketball or volleyball club.

## STORAGE

Based on the existing storage issues within the Auditorium, the project team recommends Boon Sports Management purchase or rent a storage pod as a short term solution. This additional storage space would help with the bounce houses, nets, batting cages, seating, tables, etc. In the long term, we recommend that a storage facility be built onto or next to the Civic Center large enough to also store the additional items recommended by the project team.

Table 15: Storage Container Pricing Estimates

Product	Specifications	Estimated Price
On-Site Storage - 20' Used Container	Used 20 ft Shipping Container Standard 8' 6" High - Used Wind and Water Tight WWT	\$1,650
On-Site Storage - 20' New Container	New 20 ft Shipping Container Standard 8' 6" High - IICL Grade	\$2,950
On-Site Storage - 40' Used Container	Used 40 ft Shipping Container Standard 8' 6" High - Used Wind and Water Tight WWT	\$2,100
Eveon - 20' Used Container	Used 20 ft Shipping Container Standard 8' 6" High - Used Wind and Water Tight WWT	\$1,324
Eveon - 40' Used Container	Used 40 ft Shipping Container Standard 8' 6" High - Used Wind and Water Tight WWT	\$1,674

*Pricing does not include potential shipping or offloading*

Contact information for the storage container companies can be found in Appendix E. The project team does not have construction estimates for adding additional storage space onto the existing facility or a new storage facility.

## ICE RINK

Specific to the Ice Rink, the project team has recommendations regarding the off season flooring, netting system, FF&E, events, locker rooms and storage.

### FLOORING

If profit and utilization rates are Boon Sports Management’s goal, the project team recommends pursuing portable turf flooring to lay on the concrete during the ice off season. Portable turf is expensive but can generate a decent return on investment if the conditions are right. We reached out for rough estimates on portable turf for the full space inside the panels on the rink and found the following:

Table 16: Portable Turf Quotes

Product	Price	Total Price (Full Rink)	Storage Space Needed
FieldTurf EasyField - Interlocking Pieces (5.17' x 3.44')	\$159/panel	\$155,025	39 pallets (160 cu ft. each)
Plae Stryker - Velcro Pieces (3.9' x 7.08')	\$425/panel	\$293,420	12 pallets (210 cu ft. each)

*Products would require a forklift for installation and deinstallation*

The contact list for portable turf flooring can be found in Appendix C.

After reviewing the product details and quotes, the portable turf flooring the project team recommends is the FieldTurf EasyField as it is less expensive and the flooring is easy to install. Images of FieldTurf EasyField can be found below.



The ice off season is the beginning of May through the end of September. On average during that time, the concrete pad is typically used for 194.6 hours and generates a rental revenue of \$7,537.50.

If turf were to be installed over the concrete pad for these months, many new events could happen and some of the existing events would not be able

Table 11: Average Ice Off Season Utilization & Revenue

Month	Non-Ice Hours	Non-Ice Revenue
May	20.8	\$ 950.00
June	70.1	\$ 3,225.00
July	47.3	\$ 1,875.00
August	16.3	\$ 137.50
September	40.3	\$ 1,350.00
<b>Total</b>	<b>194.6</b>	<b>\$ 7,537.50</b>

to occur. The project team created a projected calendar to determine if turf may be a good financial option. In this scenario, portable turf would be laid over the entire concrete pad within the ice rink walls and could support baseball/softball infield practice, indoor soccer, field hockey and box lacrosse. In our projections, we priced the turf at \$125 per hour instead of the \$50 per hour the concrete is currently offered at.

Table 17: Projected Ice Arena Utilization with Turf

SUMMARY	EVENT TYPE	HOURS	TOTAL COST
Baseball Practices (2 hrs   2/week   12 weeks)	Sporting Event (Turf)	48	\$6,000.00
Softball Practices (2 hrs   2/week   8 weeks)	Sporting Event (Turf)	32	\$4,000.00
Indoor Soccer League (4 hrs   1/week   8 weeks)	Sporting Event (Turf)	32	\$4,000.00
Indoor Soccer Practice (4 hrs   1/week   10 weeks)	Sporting Event (Turf)	40	\$5,000.00
Indoor Soccer Tournament (1 tournament   36 hrs)	Sporting Event (Turf)	36	\$4,500.00
Field Hockey Practice (2 hrs   2/week   4 weeks)	Sporting Event (Turf)	16	\$2,000.00
<b>TOTAL</b>		<b>204</b>	<b>\$25,500.00</b>

Artificial turf outdoors typically only lasts for 10 years and indoors it lasts for 15 to 20 years. If we were to use a projected 15 year lifespan for the turf and increase the rental revenue by 2% year over year, the turf's rental revenue would be greater than the initial cost of the turf (*FieldTurf EasyField* - \$155,025). Even if the turf was showing signs of wear and tear and needed to be replaced in Year 10, the project revenue is still greater than the initial turf cost minus the project concrete revenue during the same period.

One cost of the turf will be man hours from installation and removing the turf from the ice rink each year. The project team estimated each installation and removal would cost approximately \$2,000 dollars each with six people working two eight hour days.

Another cost is maintenance; however, the portable turf should not require much maintenance. The turf should be cleaned roughly every few weeks depending on utilization. To account for this, the project team applied \$1,000 dollars each year for maintenance. Each of these are mostly man hours and maintenance is brushing the turf with a hard bristle brush to help maintain the fibers.

Table 18: Concrete vs. Turf Projected Revenue

	Concrete Revenue	Turf Projected Revenue
Year 1	\$7,537.50	\$25,500.00
Year 2	\$7,688.25	\$26,010.00
Year 3	\$7,842.02	\$26,530.20
Year 4	\$7,998.86	\$27,060.80
Year 5	\$8,158.83	\$27,602.02
Year 6	\$8,322.01	\$28,154.06
Year 7	\$8,488.45	\$28,717.14
Year 8	\$8,658.22	\$29,291.48
Year 9	\$8,831.38	\$29,877.31
Year 10	\$9,008.01	\$30,474.86
Year 11	\$9,188.17	\$31,084.36
Year 12	\$9,371.93	\$31,706.04
Year 13	\$9,559.37	\$32,340.17
Year 14	\$9,750.56	\$32,986.97
Year 15	\$9,945.57	\$33,646.71
<b>Total</b>	<b>\$130,349.13</b>	<b>\$440,982.13</b>

Table 19: Concrete vs. Turf Projection Over 15-Years

	Concrete	Turf
Initial Cost	\$ -	\$ 155,025.00
Rental Revenue	\$ -	\$ 440,982.13
Storage	\$ -	?
Install/Removal	\$ -	\$ 60,000.00
Maintenance	\$ -	\$ 15,000.00
Profit	<b>\$ 130,349.13</b>	<b>\$ 210,957.13</b>

Over 15 years, the project team projects the turf will have a much greater profit than just the existing concrete flooring during the ice's offseason.

One question that still remains and could really affect the profitability is turf storage. If Boon Sports Management were to move forward with FieldTurf EasyField, there would be 39 pallets of turf that need to be stored somewhere. The project team recommends the turf be stored in a storage facility on site. Since there are currently no storage facilities at the Wexford Civic Center, one should be built large enough to be able to comfortably store the portable turf pallets and the other miscellaneous items around the Civic Center.

If Boon Sports Management believes this is not achievable or doesn't wish to pursue portable turf, the project team recommends identifying other usages of the existing concrete floor. This could include making a marketing push towards other sports and event organizations.

### NETTING SYSTEM

If turf is pursued, the project team believes the Ice Rink could use a fixed netting system. The netting system would allow for the space to be split up for sports practices and wouldn't require any additional storage. The fixed netting system is not necessary but could serve a good purpose in the long term.

### EVENTS

Since the ice is already almost at capacity during the ice season and Boon Sports Management is already planning to raise the rental rate to \$225/hr, the project team is making recommendations based on the ice off season. No matter the surface, Boon Sports Management should be engaging with the local organizations within the market. Whether that is sporting or non-sporting organizations, there are an abundance of events that could take place in the Ice Rink. Again, the project team recommends utilizing the organizations found in Appendix A but many other organizations could be pursued as well.

### LOCKER ROOMS

In terms of the locker rooms, the project team recommends Boon Sports Management continues with their current plan of renovating the women's locker room. We also recommend that additional plans should be made to improve the other existing locker room situation whether that be to renovate the existing or build new ones next to the Ice Rink building. Improving the locker rooms would allow for the Ice Rink to attract larger and more sought after events.

### STORAGE

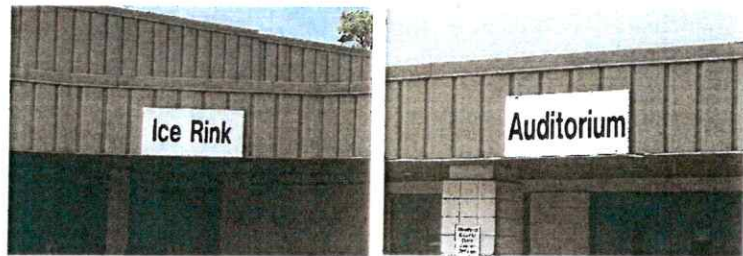
Based on the existing storage issues within the Ice Rink, the project team recommends Boon Sports Management get a portable storage pod as a short term solution. Depending on the size of the storage pod for the Auditorium, it may be able to fit items from the Ice Rink as well. In the long term, we still recommend that a storage facility be built onto or next to the Civic Center large enough to also store the additional items recommended by the project team.

## OTHER

After visiting and learning more about the Wexford Civic Center, the project team also had a few recommendations for Boon Sports Management and the Civic Center that were not specific to the Auditorium or the Ice Rink.

### GENERAL REPAIR

In regards to the general repair of the building, the project team recommends Boon Sports Management update the exterior signage package (two signs on NE entrance and two signs on SW lot) of the Wexford Civic Center to give the facility a fresh look and consistent branding. Also, the names of each building on the signs, "Ice Rink" and "Auditorium", should be used consistently throughout unless a sponsorship is sold for the naming rights or Boon Sports Management chooses to change each name.



The project team also recommends minor repairs and renovations such as fixing paint chips, replacing ceiling tiles and changing light bulbs to improve lighting.

Lastly, the parking lot is in poor condition and we recommend that it is repaved. The preferred solid surface is asphalt as it will increase the attractiveness of the Civic Center as a whole and is more aesthetically pleasing than patches.



## FACILITY BOOKING SOFTWARE

Today, Boon Sports Management utilizes a Google Calendar to manage all bookings as well as show the public what spaces are available or unavailable to book/reserve. Additionally, Quickbooks is used to execute contracts/take payments for rental agreements and deposits.

The project team recommends Boon Sports Management performs an evaluation to determine if a facility management software would be better served to not only show what spaces are booked, but to also disseminate the necessary information to the appropriate parties as well as share set-up needs, assign tasks, and keep track of contractual agreements.

There are a variety of facility management softwares that specifically cater towards the needs of sports facilities. These include softwares such as; EZFacility, SportsKey, FinnlySport, Momentus Technology, RecTrack, Bond Sports, and many more.

The project team has personal experience working with all of the above systems and is able to coordinate a demonstration of each if Boon Sports Management is interested in moving forward. We recommend further exploration into Bond Sports and FinnlySport facility management software as we believe these two softwares would be most beneficial to the operation of the Wexford Civic Center.

## NEXT STEPS

Legacy Sports Group believes that as a result of the infrastructure evaluation & assessment and utilization assessment, Boon Sports Management is capable of optimizing the Wexford Civic Center. In order to do so, Boon Sports Management should create an internal group to evaluate our recommendations to determine which they would like to move forward with. Once decided, the group should contact the companies listed in the appendix and get updated quotes to further evaluate the project.

## CONCLUSION

Several action steps need to be taken over the course of the next 12-18 months to better position the group and building, but with hard work and dedication we believe Boon Sports Management and the Wexford Civic Center are capable of making sustainable improvements.

LSG has thoroughly enjoyed performing this scope of work for Boon Sports Management and the Wexford Civic Center and is happy to answer any questions that might arise as a result of reading this report. Please do not hesitate to reach out.

William Knox,  
CEO & President of Legacy Sports Group  
wknox@legacygroup.llc

## APPENDIX

### Appendix A: Sports Organizations within 30-miles

Name	Address	Sport
Cadillac Little League	805 Seneca Pl. Cadillac, MI 49601	Baseball / Softball
Viking Softball Association	Cadillac, MI	Softball
The Pines Softball	Cadillac, MI	Softball
Cadillac Area Church Softball League	Cadillac, MI	Softball
YMCA Basketball	9845 Campus Dr, Cadillac, MI 49601	Basketball
Cadillac Area Hockey Association	1320 N. Mitchell St. Cadillac, MI	Hockey
CASA Soccer	CASA PO Box 308, Cadillac, MI 49601	Soccer
CASA Baseball	CASA PO Box 308, Cadillac, MI 49601	Baseball
CASA Softball	CASA PO Box 308, Cadillac, MI 49601	Softball
Vital Athletics	Cadillac, MI	Basketball / Volleyball
Cadillac Soccer Association	2141 Plett Road, Cadillac, MI 49601	Soccer
Cadillac Crossfire Lacrosse	9845 Campus Dr. Cadillac, MI 49601	Lacrosse
Cadillac Volleyball Club	8401 S Mackinaw Trail, Cadillac, MI 49601	Volleyball
Manton Summer Rec League	10683 E 16 Rd., Manton, MI 49663	Softball
Lady Lakers	Manton, MI	Softball
Manton Monsters	Manton, MI	Wrestling
McBain Youth Sports Association	Lucas, MI	Baseball / Softball
McBain VBC	McBain, MI	Volleyball
Missaukee Area Ball Association	Lake City, MI	Baseball / Softball
Lake City Youth Softball Association	Lake City, MI	Softball
Pine River Wrestling Club	Le Roy, MI	Wrestling
Northern Hitt	Leroy, MI	Volleyball
Marion Youth Baseball & Softball	Marion, MI	Baseball / Softball
Latitude 44 Lakers Baseball	Marion, MI	Baseball
Buckley Summer Rec Baseball & Softball	Buckley, MI	Baseball
MOYSA	Missaukee, MI	Soccer
Northern Shockers	Kingsley, MI	Volleyball
Northern Exposure	Kingsley, MI	Volleyball
Kingsley Rec League	PO Box 525, Kingsley, MI 49649	Baseball
Kingsley Youth Soccer League	PO BOX 444 Kingsley, MI 49649	Soccer

### Appendix B: Contact List for Auditorium Sports Flooring

Product	Company	Contact	Email
Mondo Advance	Kiefer USA	Kevin Walsh	kevin@kieferusa.com
OMNISPORTS HPL OMNISPORTS Multi-Use OMNISPORTS Active+ PolyTurf Plus Pad & Pour	Cutting Edge Sports Flooring	Laura Piebenga	laura@cesportsflooring.com
DynaForce	Dynamic Sports Construction	Kirby Foray	KForay@dynamicssportsconstruction.com

### Appendix C: Contact List for Portable Turf

Product	Company	Contact	Email
FieldTurf EasyField	FieldTurf	Dillon Sisk	Dillon.Sisk@fieldturf.com
Plae Stryker	Plae	Brock Thompson	brock.thompson@plae.us

### Appendix D: Audio, Visual and Sound Companies for Consideration

Company	Description	Contact
NEVCO	NEVCO is the largest manufacturer and provider of display, scoring, and audio solutions. The indoor and outdoor sound systems are powered by audio industry leaders Electro-Voice and Dynacord.	<a href="https://nevco.com/contact/">https://nevco.com/contact/</a>
Pro Acoustics USA	Pro Acoustics USA exists to guide customers in selecting the right audio equipment for their organization or business that works for their application, budget, and needs.	<a href="https://www.proacousticsusa.com/webforms/index/index/id/9/">https://www.proacousticsusa.com/webforms/index/index/id/9/</a>
Octasound	Octasound specializes in true commercial speakers and electronics for Arenas, Gymnasiums, Gyms, Warehouses, Grocery Stores, Restaurants, and more.	<a href="https://octasound.com/contact-us/">https://octasound.com/contact-us/</a>

### Appendix E: Storage Companies for Consideration

Company	Description	Contact
On-Site Storage Solutions	On-Site Storage Solutions has been selling and renting new and used shipping containers in the United States and Canada for over 20 years. They also can also save you on delivery costs with over 60 locations.	<a href="https://onsitestorage.com/shipping-container-quote/">https://onsitestorage.com/shipping-container-quote/</a>
Eveon	Eveon is the leading global online provider of used shipping containers. They believe in reducing our environmental footprint by repurposing decommissioned containers, instead of selling new ones.	<a href="https://www.eveoncontainers.com/en-US/contact-us">https://www.eveoncontainers.com/en-US/contact-us</a>
Midwest Storage Containers	MSC offers high quality and cost effective containers with deep discounts on used containers.	<a href="https://midweststoragecontainers.com/request-a-quote/">https://midweststoragecontainers.com/request-a-quote/</a>

### Appendix F: Contact List for Facility Booking Software

Company	Contact	Email
<a href="#">Bond Sports</a>	General Contact	contact@bondsports.co
<a href="#">FinnlySport</a>	Jesse Parker	jesse.parker@finnlysport.com

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 December 2025, at 4:00 p.m.

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

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

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

**RESOLUTION NO. 25-19  
WEXFORD COUNTY BOARD OF COMMISSIONERS  
RESOLUTION TO RATIFY THE TENTATIVE AGREEMENT  
FOR THE POAM 9-1-1 CENTRAL DISPATCH UNIT CONTRACT**

**WHEREAS**, the collective bargaining agreement between Wexford County and the Police Officers Association of Michigan -- 9-1-1 Central Dispatch Unit (“POAM 9-1-1 Unit”) will expire on December 31, 2025; and

**WHEREAS**, the Employers’ negotiation team entered into a Tentative Agreement (“TA”) with the POAM 9-1-1 Unit for a proposed agreement with a three-year term of January 1, 2026, through December 31, 2028; and

**WHEREAS**, the POAM 9-1-1 Unit has informed the Employers that its membership ratified the TA subject to approval of the Wexford County Board of Commissioners; and

**WHEREAS**, members of the Employers’ bargaining team and Counsel have recommended ratification by the Wexford County Board of Commissioners of the TA; and

**THEREFORE BE IT RESOLVED** that the Wexford County Board of Commissioners does hereby ratify and authorize entry of the TA agreements reached with the POAM 9-1-1 Unit; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Board Chairperson is authorized to execute a final collective bargaining agreement and other attendant documents after execution by the POAM 9-1-1 Unit and after approval as to form by Counsel.

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 forgoing is a true and complete copy of the Resolution 25-19 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 17, 2025, and I further certify that public notice of such meeting was given as provided by law.

---

Alaina Nyman, County Clerk

**WEXFORD COUNTY  
AND  
POAM 9-1-1 CENTRAL DISPATCH DEPARTMENT UNIT**

**RATIFICATION SUMMARY (Language)**

**December 2, 2025**

**The following language changes were included in a Total Tentative Agreement reached between the parties on October 24, 2025. The Bargaining Unit ratified the Total Tentative Agreement and informed the Employer of its approval of the successor Collective Bargaining Agreement on November 17, 2025. The following is presented for the Board of Commissioners' consideration for ratification:**

---

1. **(T.A. 10/24/25)** Article 5 – Grievance Procedure. The Employer proposes to amend Sec. 5.2 (E.) as follows:

E. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, excluding only claims brought before the Equal Employment Opportunity Commission, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. ~~The above does not apply if there are two (2) separate issues arising from the same incident.~~ Employees still must adhere to the contract grievance procedure time limits.

2. **(T.A. 10/24/25)** Article 12 – Leaves of Absence. The Employer proposes to amend Sec. 12.7, 12.9 and 12.10 as follows (remainder of Art. 12, current contract language):

12.7: Personal Days.

A. Full time non-probationary employees shall be allowed a maximum of three (3) personal days (i.e. ~~24~~<sup>32</sup> hours for employees working 8 hour shifts or 36 hours for employees working 12 hour shifts) leave of absence with pay each calendar year.

- B.
1. All requests for the use of paid personal days must be made to the Director or his designee three (3) calendar days in advance of the date requested and must be submitted for minimum increments of ~~one (1) two (2) hours~~ of paid leave. Requests for reasons under the Michigan Earned Sick Time Act, by an employee who has exhausted their sick bank, shall have preference over other personal day requests.
  2. Except for a qualified request under the Michigan Earned Sick Time Act, other tTimely requests for a personal leave days may be rejected if the grant of such leave would result in the Employer incurring overtime costs for the requested day.
  3. Leave requests with less than three (3) days notice may be granted or rejected at the sole, non-grievable, discretion of the Director or his designee; however, if such request is denied, the Director or designee will provide the employee with the basis for such denial.
  4. The number of personal days to be taken at any one time shall be determined by the Director in his sole discretion.
  5. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department.
  6. Personal days shall not accumulate from year to year and will have no monetary value upon separation from employment with the Employer for whatever reason.

...[Sec 12.8 status quo]

12.9: In-Service Training Leave. The Employer recognizes the advantage of training for the employees of the Department. Employees who are assigned for schooling and training by the Director shall be paid at their straight time regular rate of pay which shall not be included in determining the hours actually worked for purposes of overtime pay. The Director shall determine in their discretion the number of employees to be granted in-service training leave. ~~As a general rule, no more than one (1) employee will be permitted such training leave at any time, and~~ Ithe timing of such shall be the sole prerogative of the Director. An itemized statement of expenses shall be furnished by the employee before any reimbursement of the costs and expenses of such training leave will be allowed by the County Board of Commissioners. The Employer shall either provide transportation to the assigned school or, if the employee uses his own personal automobile, pay reasonable mileage expenses at a rate of not less than at current County policy per mile, provided, however, the Employer will not be obligated to either provide transportation or pay mileage expenses if such training takes place within a thirty (30) mile radius from the city limits of the City of Cadillac.

12.10: Paid Sick Days. Employees covered by this Agreement shall earn and be granted sick days with pay under the following conditions and qualifications:

- A. On December 1st of each year, following completion of twelve (12) months employment, each full time employee shall be credited with forty-eight (48) hours of sick time. Full time probationary employees shall accrue and may utilize sick time pursuant the terms and conditions of the Michigan Earned Sick Time Act during the probationary period. In their first (1st) year of employment, full time employees will be credited with forty-eight (48) hours of sick time upon completion of the first ninety (90) days of their one (1) year probationary period, less any time accrued or utilized under the Michigan Earned Sick Time Act. A probationary employee who receives pro-rata sick leave under this paragraph shall carry over such pro-rated sick time to the next calendar year and shall not be receive the November 30 payout. Such employees will receive the remainder of the of the sick time on the employee's 1-year anniversary, Thereafter, on November 30th following completion of their 1 year anniversary date all unused sick leave days shall be multiplied by the employee's straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date. In the event that the 90-days and 1-year anniversary for a new employee occur during the same calendar year, on the 1-year anniversary the employee would receive only those non-credit hours which would equate to a total of 48 hours. (EX: Reach 90 days in mid-February and given 40 hours, receive the other 8 hours on 1-year anniversary).
- B. Paid sick days may not be utilized in advance of the date they are credited.
- C. One (1) day of sick day credits shall equal eight (8) hours at the employee's straight time regular hourly rate of pay when he takes sick days.
- D. An employee may utilize his sick day allowance when he is incapacitated for the safe performance of his duty due to illness or injury or for reasons authorized by, and subject the terms, conditions, and limitations of the Michigan Earned Sick Time.
- E. The Employer may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave, but not the nature of the illness or details of violence, when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick day benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal. The

Employer shall be responsible for out-of-pocket medical co-pays actually incurred by the employee in obtaining this documentation.

F. ~~Except as provided in Article 12.10(A), Paid sick days shall not accumulate from December 1st of any year to December 1st of any other year or be “carried over” in any manner and~~ will have no monetary value upon separation from employment with the Employer for whatever reason.

G. Except as provided in Article 12.10(A), on November 30 of each calendar year, all unused sick leave days shall be multiplied by the employee’s straight time rate of pay as of that date and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date. However, the employee shall have the option to accumulate unused sick time from year to year as authorized by the Michigan Earned Sick Time Act. Such time will be placed in a separate bank by the employer, and may only be accessed for purposes authorized under the Michigan Earned Sick Leave Act after exhaustion of the current year’s earned and banked sick time, vacation time and personal time, and then only if the employee has not utilized more than 72 hours of paid leave during the year. Any carried over Michigan Earned Sick Leave Act time from this separate bank may only be used for purposes under the Michigan Earned Sick Leave Act, will have no monetary value upon separation from employment with the Employer for whatever reason, and may not be converted to nor subject to being paid out in future years’ December pay out.

~~H. Probationary employees may access and use accrued and credited sick leave days following ninety (90) days of employment.~~

3. **(T.A. 10/24/25)** Article 14 – Holidays. The Employer proposes to amend Sec. 14.1 as follows:

14.1: Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year’s Day	Veteran’s Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
<u>Juneteenth</u>	<u>Good Friday (4 hours)</u>
Independence Day	Christmas Day
Labor Day	New Year’s Eve

The Employer shall endeavor to schedule as many employees as possible off work on holidays, but it is understood that employees may be required to work on holidays in accordance with the Employer’s scheduling determination.

4. (T.A. 10/24/25) Article 15 – Vacations. The Employer proposes to amend Sec. 15.1, 15.2 and 15.4 (remainder of Art. 15, current contract language) as follows:

15.1: Vacation. All full time employees shall accrue vacation with pay in accordance with the following schedule provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement. Banked vacation time may be utilized for purposes authorized under and up to the cumulative maximums permitted by the Michigan Earned Sick Time Act after the exhaustion of any banked sick time and personal time.

15.2: Accrual Rate. Vacation shall be credited to each permanent full time employee at the end of the biweekly payroll period in which the employee is paid for 80 hours of service. Vacation shall be available for use only in biweekly periods subsequent to the biweekly payroll period in which it is earned. When paid service does not total 80 hours in a biweekly payroll period, the employee shall be credited with a pro-rata amount of vacation for that payroll period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate.

Time in Service Required	Vacation Leave Earned	Annual Time Off
1 year <u>through 4 years</u>	3.0769 hrs/ <del>80 hrs service</del>	<del>10 work days</del> <u>80 hrs</u>
5 years <u>through 11 years</u>	4.6153 hrs/ <del>120 hrs service</del>	<del>15 work days</del> <u>120 hrs</u>
12 years <u>through 19 years</u>	6.1536 hrs/ <del>160 hrs service</del>	<del>20 work days</del> <u>160 hrs</u>
20 years <u>or more</u>	7.6920 hrs/ <del>200 hrs service</del>	<del>25 work days</del> <u>200 hrs</u>

...[15.3 – 15.5 status quo]

15.6 Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the twelve (12) months immediately preceding their first anniversary date. Upon satisfying these requirements, the employee accrues the vacation for the twelve (12) months prior to the first anniversary date, unless 15.1 applies.

15.7~~6~~: Vacation Scheduling.

- A. Employees may schedule time off for their vacation upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the Department.
- B. 1. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested; or if for a reason protected by the Michigan Earned Sick Time Act, and if all sick and personal time is exhausted, the time periods authorized by that Act and up to the cumulative limits permitted. Vacation

requests submitted with less than thirty (30) days in advance may be granted or rejected at the sole, non-grievable, discretion of the Director or his designee; however, if such request is denied, the Director or designee will provide the employee with the basis for such denial.

2. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Director.
  3. Vacation leaves can be “coupled”, either at the beginning or the end of the vacation period, with an employee’s “pass days”.
  4. Conflicts in vacation requests between employees team/shift shall be resolved first giving preference to a qualified request under the Michigan Earned Sick Time Act, and thereafter by giving preference to the employee with the greatest classification seniority, provided a senior employee who has not submitted his request by March 1st of each year shall not displace a junior employee who has done so or a junior employee who has submitted his request after March 1st but prior to the senior employee’s request. In all circumstances, requests for vacation time off in a “block” of five (5) days shall take precedence over requests for vacation time for a shorter period.
  5. A maximum of **250** hours of vacation time may be carried over into the following year, provided, however, (1) such carry-over vacation time may not be accumulated from year to year and (2) such carry-over does not cause the employee’s maximum accumulation to exceed the **250 hr** limit set out at Section 15.5B above.
  6. If an employee does not submit a vacation request, the Director may assign a vacation period to the employee equivalent to the amount of the employee’s available paid leave.
  7. An employee must use a minimum of one (1)~~two (2)~~ hours of vacation at any one time.
- C.
1. If an employee’s scheduled time off is canceled by the Employer, the employee is expected to make a reasonable effort to utilize his available vacation time prior to reaching the **250 hr** maximum accumulation limit as set forth at Section 15.5B above.
  2. Should the employee be unable to reduce his earned vacation time to the amount of allowed accumulation set forth in Section 15.5, he shall be paid for the days in excess of **250** hours of carry-over

vacation days. This payment shall be made in the first (1st) pay period occurring after the Employer's cancellation and shall be at the rate of pay the employee was earning at the time of payout.

D. Probationary employees are not eligible to use accrued vacation time until they have successfully completed their probationary period.

5. (T.A. 10/24/25) Article 16 – Insurance. The Employer proposes to amend Sec. 16.4 to remove the reference to Appendix B (retitle Appendix C to B; remainder of Article 16 current contract language):

16.4: Dental Insurance. The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care coverage available through programs under which their spouse or dependents are eligible to participate. ~~The insurance program currently provides the coverages listed on Appendix B.~~ The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

6. (T.A. 10/24/25) Article 18 – Longevity Benefit. The Employer proposes to amend Sec. 18.1 (remainder of Art. 18 current contract language) as follows:

18.1: Longevity Benefit. Longevity benefits shall be determined on October 1st of each year. All full time employees ~~hired prior to June 15, 2011~~ who are employed on the October 1st determination date and have completed a minimum of five (5) years of full time employment with the Employer shall receive longevity benefits based on the following schedule: ~~calculated on the basis of thirty dollars (\$30.00) for each full year of continuous service, provided, however, the maximum allowed payment under this Section shall be six hundred dollars (\$600.00). Employees hired on or after June 15, 2011 are not eligible for longevity benefits.~~

<u>Continuous Employment</u>	<u>Annual Gross Bonus</u>
<u>5 years through 9 years</u>	<u>\$300</u>
<u>10 years through 14 years</u>	<u>\$600</u>
<u>15 years through 19 years</u>	<u>\$900</u>
<u>20 years or more</u>	<u>\$1200</u>

7. (T.A. 10/24/25) Article 19 – Wages. The Employer proposes to amend Appendix A as follows:

\*Proposed changes to apply to Appendix A (Sec. 19.1):

a. Effective payroll period commencing on or after January 1, 2026: \$1.00/hr. wage

increase to all steps of the Dispatcher classification + \$1.00/hr. market adjustment;

- b. Effective payroll period commencing January 1, 2027: \$0.50/hr. wage increase to all steps of the Dispatcher classification;
- c. Effective payroll period commencing January 1, 2028: \$0.50/hr. wage increase to all steps of the Dispatcher classification.
- d. ~~Delete: Employees who are supervisor/dispatch shall be paid \$1.10 over the rate for the classification of dispatcher effective the first full pay period on or after January 1, 2025.~~
- e. Amend: Employees who are supervisor/dispatch are required to ~~who~~ receive ~~both~~ LEIN TAC Certification, LASO and CTO Certification and shall be paid \$2.00~~1.50/hr.~~ over the rate for the classification of dispatcher effective the first full pay period on or after January 1, 2026~~5~~.

19.2: Shift Premium.

~~A. Employees shall be paid a shift premium of \$0.25 for hours worked:~~

~~1. On 8 hour shifts from 4 pm to 12 am.~~

B.A. Employees shall be paid a shift premium of \$0.50/hr.~~35~~ for hours worked:

1. On 12 hour shifts from 6 pm to 6 am.

2. On 8 hour shifts from 12 am to 8 am.

~~C.B.~~ Employees who work day shifts (6 am – 6 pm) are not eligible to receive shift premium.

D. Shift premiums shall not be considered part of the employee's regular straight time rate of pay for purposes of overtime calculations.

19.3 Certified Training Officer Rate: Effective the first full pay period on or after January 1, 2026~~3~~, unit employees ~~who are not supervisors and~~ maintain current CTO Certification and who are assigned as a primary training officer for a candidate shall be compensated an additional \$1.50/hr.~~00~~ over the rate for the classification per hour for actual authorized and approved hours worked in the actual onsite training of a candidate not to exceed 8~~4~~ hours per pay period and only upon timely and appropriate submittal of the DOR form on trainees progress.

8. (T.A. 10/24/25) Article 25 – Duration. The CBA duration proposed by the Employer is January 1, 2026, or the date fully executed following ratification by the parties if later, until December 31, 2028.

9. **(T.A. 10/24/25) Employer proposed additional language modifications:**
- a. Delete Sec. 9.2: Use of Personal Electronic Devices During Work Time Prohibited.
  - b. Delete Sec. 10.6: Permanent Transfers.
  - c. Delete the following language from Sec. 13.2(B.2.):

~~If a second supervisor position is established and staffed by the Employer, the shift for such supervisor may be fixed by the Director from 6:00 p.m. – 6:00 a.m.~~

- d. Amend Sec. 13.6(A.2.):

An employee called back to work after completing his regular ~~eight (8) hour~~ shift, other than for the purpose of scheduled shift changes, and after leaving the Employer's property shall be paid a minimum of two (2) hours pay at time and one-half (1-1/2) his straight time regular rate of pay.

- e. Add language to new Section 13.7: Court Time as follows:

Any employee who is required to appear in Court during off-duty time to testify about a job-related matter, will be paid at the rate of time and one-half their regular hourly rate.

**10. (T.A. 10/24/25) Employer response to union proposals dated September 18, 2025:**

Union #1: agree to three year term consistent with Employer proposal.

Union #2: reject union wage proposal (see Employer proposal #7).

Union #3: reject union proposal regarding sick day credit.

Union #4: reject union proposal regarding holiday pay.

Union #5: employer counter to union proposal regarding 13.5 F Premium pay as follows;

- F. To be eligible for premium pay under subsection (A) of this Section an employee must have worked all of his scheduled hours in a normal workweek unless excused for one of the following reasons:

- 1. Approved Sick, Vacation or Personal Time~~Illness or injury supported by a physician's statement, if required by the Employer;~~
- 2. Approve Bereavement Leave.~~Death in the employee's immediate family;~~

Union #6: see employer counter to union proposal in Employer #9.

Union #7: reject union vacation proposal.

Union #8: see employer counter to union proposal in Employer #7.

Union #9: see employer counter to union proposal in Employer #7.

Union #10: see employer counter to union proposal in Employer #7.

11. (T.A. 10/24/25) Employer agrees to union proposal to add new “Section 2.5 Union Leave” as drafted in Union 2<sup>nd</sup> Proposal dated Oct. 24, 2025:

The Employer agrees to grant a maximum total of 36 hours paid leave of absence each year under this Agreement to be used for Union business for the president and vice president. Such Union leave, however, shall not be taken if the absence of the Union representative would unreasonably interfere with the services required to be performed as determined by the 911 Director or his Designee. Requests for such leave shall be given to the Director in writing within ten (10) days in advance, if possible, of the time requested for such leave. Additional non-paid leaves of absence for Union business may be granted at the discretion of the 911 Director. The president and vice president shall be paid for all hours spent in negotiations, mediation or fact for this or any subsequent collective bargaining agreement.

12. (T.A. 10/24/25) Employer Counter to union proposal to add new “Section 2.7 Union Rosters” as follows:

The employer agrees to provide all the required information pursuant to Sec. 11a. of 336 PA 1947, as amended (MCL 423.211a) emailed to POAM@poam.net.

13. (T.A. 10/24/25) All other terms and conditions of CBA status quo.

N:\Client\Wexford\Negs\Dispatch Center\2026\Ratification Summary - Wexford 911 Dispatch 12.2.25.doc

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 December 2025, at 4:00 p.m.

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

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

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

**RESOLUTION NO. 25-20  
WEXFORD COUNTY BOARD OF COMMISSIONERS  
RESOLUTION TO RATIFY THE TENTATIVE AGREEMENT  
FOR THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
(COAM) UNIT CONTRACT**

**WHEREAS**, the collective bargaining agreement between Wexford County and the Wexford County applicable County Elected Officials (“Co-Employers”) and the Command Officers Association of Michigan Unit (“COAM Unit”) will expire on December 31, 2025; and

**WHEREAS**, the Employers’ negotiation team entered into a Tentative Agreement (“TA”) with the COAM Unit for a proposed agreement with a three-year term of January 1, 2026, through December 31, 2028; and

**WHEREAS**, the COAM Unit has informed the Co-Employers that its membership ratified the TA subject to approval of the Wexford County Board of Commissioners; and

**WHEREAS**, the applicable Wexford County Elected Officials with co-employer status participated in, or were provided the opportunity to participate in, the negotiations with the COAM Unit resulting in the TA; and

**WHEREAS**, members of the Co-Employers’ bargaining team and Counsel have recommended ratification by the Wexford County Board of Commissioners of the TA; and

**THEREFORE BE IT RESOLVED** that the Wexford County Board of Commissioners does hereby ratify and authorize entry of the TA agreements reached with the COAM Unit; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Board Chairperson is authorized to execute a final collective bargaining agreement and other attendant documents after execution by the COAM Unit and after approval as to form by Counsel.

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 forgoing is a true and complete copy of the Resolution 25-20 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 17, 2025, and I further certify that public notice of such meeting was given as provided by law.

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

**WEXFORD COUNTY BOARD OF COMMISSIONERS  
AND  
WEXFORD COUNTY SHERIFF  
AND  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
(COAM)**

**RATIFICATION SUMMARY (Language)**

**December 2, 2025**

The following language changes were included in a Total Tentative Agreement reached between the parties on November 10, 2025. The Bargaining Unit ratified the Total Tentative Agreement and informed the Employer of its approval of the successor Collective Bargaining Agreement on November 20, 2025. The following is presented for the Board of Commissioners' consideration for ratification:

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1. **(T.A. 11/10/25) Article I – Recognition (and Appendix A).** Incorporate LOUs (2) to add “Office Manager” to recognition clause and wages % differential at 9.5% above road deputy equivalent and benefits associated with Office Manager positions. The Employer proposes ~~maintain~~ the ~~current~~-differential for Lieutenants (\$~~3.00~~~~2.50~~/hr. above top Sgt. for term of Agreement in Appendix A).

2. **(T.A. 11/10/25) Article V – Grievance Procedure.** The Employer proposes to amend Sec. 5.13 as follows:

5.13: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. ~~The above does not apply if there are two (2) separate issues arising from the same incident.~~ Employees still must adhere to the contract grievance procedure time limits. This section shall not be applicable to worker’s compensation proceedings or complaints filed with the Equal Employment Opportunity Commission.

3. **(T.A. 11/10/25) Article X – Leaves of Absence.** The Employer proposes to amend Sec. 10.5, 10.8, 10.9, 10.12 as follows (remainder of Art. X, current contract language):

10.5. Family and Medical Leave. Employees who have been employed for a least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

The Employer will comply with the FMLA with respect to all matters required by law, including additional permanent or temporary enactments regarding eligible leave events as may be required.

Except as provided for to care for an injured/ill servicemember, an eligible employee is entitled to a total of 12 work weeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

For purposes of leaves under subparagraphs (C) and (D) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Employees desiring leaves of absence under this Section shall provide written notice to their supervisor setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. Employees must utilize all available paid leave prior to going on unpaid leave, and may be required to provide medical certification of the need for the leave. However, where the leave is required for a serious medical condition; that employee may, but is not required to, reserve up to a sum total of 40 hours of vacation leave time for use upon her return to work. To exercise this option, the employee must provide written notice to the Sheriff of the exercise of such reservation prior to commencement date of the leave. The provisions of this Section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act which statute and regulation shall supersede any section or provision noted above which is in conflict (status quo).

...

10.8: Personal Days. Full time non-probationary employees covered by this Agreement shall be allowed a maximum of five (5) personal days leave of absence with pay each calendar year. All requests for a personal day leave of absence must be made to the Sheriff or designee seven (7) calendar days in advance of the date requested, whenever possible, and the Employer will make every effort to notify the employee on the same day the request is made regarding whether the request is granted and, in any event, no later than three (3) calendar days following the request. Requests for reasons under the Michigan Earned Sick Time Act, by an employee who has exhausted his/her sick bank, shall have preference over other personal day requests. The number of personal days to be taken at any one time shall be determined by the Sheriff. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Office. Personal days shall not accumulate from year to year and will have no monetary value upon separation from employment with the Employer for whatever reason.

10.9: Funeral Leave. An employee shall be granted three (3) ~~consecutive~~ days leave to attend the funeral or memorial service, with proof of such service satisfactory to the Sheriff, for a death which occurs in the employee's immediate family. An employee who loses work from their regularly scheduled hours shall receive their straight time regular rate of pay for such time lost for the funeral leave. "Immediate family" shall mean the employee's spouse, significant other whom the employee has resided for ten (10) years or more, children, mother, father, sister, brother, grandparents, stepchildren, stepmother, stepfather, father-in-law, mother-in-law, sister-in-law, brother-in-law, the grandparents of an employee's spouse, and the spouse(s) of the employee's natural children. An additional one (1) ~~consecutive~~ days of leave will be granted if the funeral for the member of the "immediate family" involved is held at a location outside the State of Michigan. Such additional time will be without pay. ~~In instances where the burial is on a date different from the funeral, the days may be split to allow attendance at both the funeral and the burial.~~

...

10.12: Paid Sick Leave. Employees shall earn and be granted sick days with pay under the following conditions and qualifications:

- A. On December 1st of each year, following completion of twelve (12) months employment, each full time employee shall be credited with six (6) sick days. Full time probationary employees shall accrue and may utilize sick time pursuant the terms and conditions of the Michigan Earned Sick Time Act during the probationary period. In their first (1st) year of employment, full time employees will be credited with six (6) sick days upon completion of their one (1) year probationary period, less any time accrued or utilized the under Michigan Earned Sick Time Act and paid on a pro-rata basis pursuant to subsection (F) for any sick days not used between their first (1st) anniversary date of hire and the following December 1st. Paid sick days may not be utilized in advance of the date they are credited.

- B. One (1) day of sick day credits shall equal eight (8) hours at the employee's straight time regular hourly rate of pay when he takes sick days.
- C. An employee may utilize their sick day allowance when they are incapacitated for the safe performance of their duty due to illness or injury, or for reasons authorized, and subject the terms, conditions, and limitations the Michigan Earned Sick Time Act.
- D. The Sheriff may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave, but not the nature of the illness or details of violence, when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick day benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal. The Employer shall be responsible for out-of-pocket medical co-pays actually incurred by the employee in obtaining this documentation.
- E. Paid sick days ~~shall not accumulate from December 1st of any year to December 1st of any other year or be carried over in any manner and~~ will have no monetary value upon separation from employment with the Employer for whatever reason.
- F. On November 30 of each calendar year, all unused sick leave days shall be multiplied by the employee's straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date. However, the employee shall have the option to accumulate unused sick time from year to year as authorized by the Michigan Earned Sick Time Act, Such time will be placed in a separate bank by the employer, and may only be accessed for purposes authorized under the Michigan Earned Sick Leave Act after exhaustion of the current years earned and banked sick time, vacation time and personal time, and then only if the employee has not utilized more than 72 hours of paid leave during the year. Any carried over Michigan Earned Sick Leave Act time from this separate bank may only be used for purposes under the Michigan Earned Sick Leave Act; will have no monetary value upon separation from employment with the Employer for whatever reason; and may not be converted to nor subject to being paid out in future years December pay out.
- G. Sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.

4. **(T.A. 11/10/25) Article XII – Wages and Premium Pay.** The Employer proposes ~~maintain~~ the ~~current~~ differential for Lieutenants (\$~~3.00~~~~2.50~~/hr. above top Sgt. for term of Agreement) and to amend Sec. 12.4 to conform with *Beck v Cleveland*, 390 F 3d 912 (6th Cir.

Ct. 2004) and incorporate the LOU regarding Longevity Benefit and add new Sec. 12.6 and 12.7 as follows:

12.4: Compensatory Time. Employees who are required to work overtime in a work period may elect to receive compensatory time in lieu of receiving pay for the hours worked. This compensatory time shall be credited at the rate of one and one-half (1-1/2) hours for every hour worked in excess of eighty (80) in any work period. The scheduling of compensatory time off shall be arranged in advance by the employee with their department head. A request for use of compensatory time may be denied, or canceled if it would unduly disrupt the County's operations but it may not be denied based on the creation of overtime pursuant to Beck v Cleveland, 390 F 3d 912 (6th Cir. Ct. 2004) ~~or if the time off would be required to be filled by an employee at other than straight time rates~~. Compensatory time off may be accumulated to a maximum of forty (40) hours, and all unused compensatory time shall be paid in the last full pay period in December of each year.

12.5: Longevity Benefit. Longevity benefits shall be determined on October 1st of each year. All full-time employees who are employed on the October 1st determination date and have completed a minimum of five (5) years of full time employment with the Employer shall receive longevity benefits based on the following schedule:

<u>Continuous Employment</u>	<u>Annual Gross Bonus</u>
<u>5 or more, but less than 10 years</u>	<u>\$300</u>
<u>10 or more, but less than 15 years</u>	<u>\$600</u>
<u>15 or more, but less than 20 years</u>	<u>\$900</u>
<u>20 or more years</u>	<u>\$1200</u>

12.6 Longevity Payment. Longevity benefits shall be paid in a separate check to eligible employees on the Employer's first (1st) payroll period in November of each year following the October 1st determination date.

12.7: Longevity Retention. Employees on leaves of absence or layoff, including disciplinary layoffs, shall retain all service time earned toward the payment of longevity benefits provided by this Agreement but shall not accrue any additional time or receive longevity payments during such leaves of absence, provided, however, such longevity payments shall be paid to the affected employee upon his return to work.

~~calculated on the basis of thirty dollars(\$30.00) for each full year of continuous service, provided, however, the maximum allowed payment under this Section shall be six hundred dollars (\$600.00). Longevity benefits shall be paid in a separate check to eligible employees on the Employer's first (1st) payroll period in November of each year following the October 1st determination date. Employees on leaves of absence or layoff, including disciplinary layoffs, shall retain all service time earned toward the payment of longevity benefits provided by this Agreement but shall not accrue any additional time or~~

~~receive longevity payments during such leaves of absence, provided, however, such longevity payments shall be paid to the affected employee upon their return to work.~~

~~Effective January 1, 2009, any new employee hired or promoted into the unit will not be eligible for longevity payments if either of the following apply:~~

- ~~a. The employee was hired from outside of the Wexford County Sheriff's Office;~~
- ~~b. If an employee promoted from within the Wexford County Sheriff's Office, the employee was promoted from a position for which, at the time of promotion, the employee was not eligible for longevity payments.~~

5. **(T.A. 11/10/25) Article XIII – Recognized Holidays.** The Employer proposes to amend Sec. 13.1, 13.2 and 13.5 this Article as follows (remainder of Art. XIII, current contract language):

13.1: Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

- |                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Veteran's Day             |
| Martin Luther King Day | Thanksgiving Day          |
| President's Day        | Friday after Thanksgiving |
| Memorial Day           | Christmas Eve             |
| <u>Juneteenth</u>      |                           |
| Independence Day       | Christmas Day             |
| Labor Day              | New Year's Eve            |

It is understood that employees may be required to work on holidays in accordance with the Employer's scheduling determination.

13.2: Holiday Eligibility. Eligibility for holiday pay is subject to the following conditions and qualifications:

- A. The employee must work their scheduled hours on the Employer's last regularly scheduled workday before the holiday and on the Employer's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer.
- B. The employee must be on the active payroll as of the date of the holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving workers' compensation for more than twelve (12) consecutive months, or on a disciplinary suspension, provided such discipline is not reversed through the procedures set forth in this Agreement.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for

such holiday; or if there are multiple successive holidays pay days, for the holiday preceding or following the holiday on which the employee failed to report.

...

13.5: Holiday Pay If Worked. Effective January 1, 2003, time and one-half (1-1/2) shall be paid for all hours worked on a holiday in addition to holiday pay as provided in 13.4; with the following exception: if an employee who is called in less than 24 hours prior to work overtime on a holiday, the employee shall receive a double time rate of pay for all hours worked on a holiday. Only employees working shifts in which the majority of their actual scheduled hours occurs on the holiday shall receive the holiday premium for the entire shift. In no event shall any employee be eligible for more than twelve (12) hours of holiday premium pay for any one holiday.

6. **(T.A. 11/10/25) Article XIV – Vacations.** The Employer proposes to amend Article XIV as follows:

ARTICLE XIV  
VACATIONS

14.1: Vacation. All full-time employees who worked during the period establishing their vacation eligibility as set forth below shall accrue vacation on a bi-weekly work period in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement. Banked vacation time may be utilized for purposes authorized under and up to the cumulative maximums permitted by the Michigan Earned Sick Time Act after the exhaustion of any banked sick time and personal time.

Vacation shall be credited to each eligible employee at the end of the bi-weekly work period in which 80 hours of paid service is completed as listed below. When paid service does not total 80 hours in a biweekly work period the employee shall be credited with a pro-rated amount of vacation for that work period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate.

<u>Time in Service</u>	<u>Per Pay</u>
<u>Seniority Required</u>	<u>Period Time Off</u>
1 year <u>through 4 years</u>	3.0769 hours
5 years <u>through 11 years</u>	4.6153 hours
12 years <u>through 19 years</u>	6.1536 hours
20 years <u>or more</u>	7.692 hours

In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the twelve (12) months immediately preceding their first (1 year) anniversary date. Upon satisfying these requirements, the employee accrues the vacation for the twelve (12) months prior to their first (1 year) anniversary date, unless vacation

time was utilized under 14.1. Vacation shall be available for use only in biweekly periods subsequent to the biweekly work period in which it is earned.

Vacation shall be available for use only in biweekly periods subsequent to the biweekly work period in which it is earned.

14.2: Maximum Accrual. Employees may accumulate vacation leave only up to the maximum accumulation limits provided below:

<u>Time in Service Seniority Required</u>	<u>Maximum Accumulation Limit</u>	<u>Maximum Pay Out Limit</u>
0 to 25 or more years	250 hours	200 hours

14.3: Vacation Scheduling.

A. Employees may schedule time off for their vacation during the twelve (12) months following their vacation determination date each year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the Department and the Sheriff's obligations to the public generally.

B. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested; or if for a reason protected by the Michigan Earned Sick Time Act, and if all sick and personal time is exhausted, the time periods authorized by that Act and up to the cumulative limits permitted by that Act.

C. If an employee does not submit a vacation request, the Sheriff may assign a vacation period to the employee equivalent to the amount of the employee's available paid leave.

D. Timely requests for vacation time off in a "block" of five (5) scheduled working days or more generally take precedence over requests for vacation time for a shorter period.

1. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Sheriff.

E. Vacation leaves can be coupled, either at the beginning or the end of the vacation period, with an employee's pass days.

F. Conflicts in vacation requests between employees within a particular classification shall be resolved by first giving preference to a qualified request under the Michigan Earned Sick Time Act, and thereafter giving preference to the employee with the greatest classification seniority, provided a senior employee who has not submitted his request by March 1st of each year shall not displace a junior employee who has done so or a junior employee who has submitted his request after March 1st but prior to the senior employee's request.

14.4: Pass Days. If an employee's regular pass day falls within their vacation period, such "pass day" shall not be counted as a day of that employee's vacation leave.

14.5: Vacation Basis. Vacation pay will be computed at the straight time regular rate of pay an employee is earning at the time they take vacation leave.

14.6: Benefits on Termination. Employees who leave the employ of the Employer prior to their initial anniversary date of hire in any year will not accrue any vacation leave for that year. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave up to, but not to exceed, the maximums set forth above in any of the following circumstances:

- A. If any employee retires in accordance with the retirement plan currently in effect.
- B. If an employee resigns from employment and a minimum of four (4) weeks advance notice is given.
- C. If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.
- D. If the employee dies.

7. **(T.A. 11/10/25) Article XVI – Insurance**. The Employer proposes to amend Sec. 16.2 and 16.3 to remove the reference to the "Appendix" in 16.2 and "Appendix C" in 16.3 (remainder of Article 16 current contract language).

8. **(T.A. 11/10/25) Article XVIII – Duration**. The CBA duration proposed by the Employer is January 1, 2026, or the date fully executed following ratification by the parties if later, until December 31, 2028.

9. **(T.A. 11/10/25)** All other terms and conditions of CBA status quo.

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 December 2025, at 4:00 p.m.

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

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

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

**RESOLUTION NO. 25-21  
WEXFORD COUNTY BOARD OF COMMISSIONERS  
RESOLUTION TO RATIFY THE TENTATIVE AGREEMENT  
FOR THE POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM-312) DEPUTIES UNIT CONTRACT**

**WHEREAS**, the collective bargaining agreement between Wexford County and the Wexford County applicable County Elected Officials (“Co-Employers”) and the Police Officers Association of Michigan Unit (“POAM-312 Deputies Unit”) will expire on December 31, 2025; and

**WHEREAS**, the Employers’ negotiation team entered into a Tentative Agreement (“TA”) with the POAM-312 Deputies Unit for a proposed agreement with a three-year term of January 1, 2026, through December 31, 2028; and

**WHEREAS**, the POAM-312 Deputies Unit has informed the Co-Employers that its membership ratified the TA subject to approval of the Wexford County Board of Commissioners; and

**WHEREAS**, the applicable Wexford County Elected Officials with co-employer status participated in, or were provided the opportunity to participate in, the negotiations with the POAM-312 Deputies Unit resulting in the TA; and

**WHEREAS**, members of the Co-Employers’ bargaining team and Counsel have recommended ratification by the Wexford County Board of Commissioners of the TA; and

**THEREFORE BE IT RESOLVED** that the Wexford County Board of Commissioners does hereby ratify and authorize entry of the TA agreements reached with the POAM-312 Deputies Unit; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Board Chairperson is authorized to execute a final collective bargaining agreement and other attendant documents after execution by the POAM-312 Deputies Unit and after approval as to form by Counsel.

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 forgoing is a true and complete copy of the Resolution 25-20 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 17, 2025, and I further certify that public notice of such meeting was given as provided by law.

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

**WEXFORD COUNTY BOARD OF COMMISSIONERS  
AND  
WEXFORD COUNTY SHERIFF  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)**

**RATIFICATION SUMMARY (Language)**

**December 2, 2025**

The following language changes were included in a Total Tentative Agreement reached between the parties on November 10, 2025. The Bargaining Unit ratified the Total Tentative Agreement and informed the Employer of its approval of the successor Collective Bargaining Agreement on November 20, 2025. The following is presented for the Board of Commissioners' consideration for ratification:

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1. **(T.A. 11/10/25) Article 5 – Grievance Procedure.** The Employer proposes to amend Sec. 5.2 (E.) as follows:

E. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, excluding only claims brought before the Equal Employment Opportunity Commission, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. ~~The above does not apply if there are two (2) separate issues arising from the same incident.~~ Employees still must adhere to the contract grievance procedure time limits.

2. **(T.A. 11/10/25) Article 13 – Leaves of Absence.** The Employer proposes to amend Sec. 13.5, 13.6, 13.8, and 13.9 as follows (remainder of Art. 13, current contract language):

13.5: Paid Sick Days. Employees covered by this Agreement shall earn and be granted sick days with pay under the following conditions and qualifications:

A. 1. On December 1st of each year, following completion of twelve (12) months of employment, each full time employee shall be credited with forty-eight (48) hours of sick time. Full time

probationary employees shall accrue and may utilize sick time pursuant to the terms and conditions of the Michigan Earned Sick Time Act during the probationary period.

2. Upon successful completion of ninety (90) days of their one (1) year probationary period, full time employees will be credited with the number of sick days based on a pro rata relationship between the date of completion of ninety (90) days of probation and December 1st, less any time accrued or utilized under the Michigan Earned Sick Time Act.

~~A probationary employee who receives pro rata sick leave under this paragraph shall carry over such pro-rated sick time to the next calendar year and shall not be receive the November 30 payout. Such employees will receive the remainder of the of the sick time on the employee's 1-year anniversary, Thereafter, on November 30th following completion of their 1-year anniversary date all unused sick leave days shall be multiplied by the employee's straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date. In the event that the 90 days and 1-year anniversary for a new employee occur during the same calendar year, on the 1-year anniversary the employee would receive only those non-credit hours which would equate to a total of 48 hours. (EX: Reach 90 days in mid-February and given 40 hours, receive the other 8 hours on 1-year anniversary).~~

3. Paid sick days may not be utilized in advance of the date they are credited.
- B. One (1) day of sick day credits shall equal eight (8) hours at the employee's straight time regular hourly rate of pay when he takes sick days.
  - C. An employee may utilize his sick day allowance when he is incapacitated for the safe performance of his duty due to illness or injury or for reasons authorized, and subject to the terms, conditions, and limitations of the Michigan Earned Sick Time Act.
  - D. The Sheriff may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave (but not the nature of the illness or details of the violence) when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick day benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall

constitute just cause for discipline, up to and including dismissal. The Employer shall be responsible for out-of-pocket medical co-pays actually incurred by the employee in obtaining this documentation.

- E. ~~Except as provided in paragraph 1, Paid sick days shall not accumulate from December 1st of any year to December 1st of any other year or be "carried over" in any manner and~~ will have no monetary value upon separation from employment with the Employer for whatever reason.
- F. ~~Except as provided in paragraph 2, On~~ November 30 of each calendar year, all unused sick leave days shall be multiplied by the employee's straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date. However, the employee shall have the option to accumulate unused sick time from year to year as authorized by the Michigan Earned Sick Time Act. Such time will be placed in a separate bank by the employer, and may only be accessed for purposes authorized under the Michigan Earned Sick Leave Act after exhaustion of the current years earned and banked sick time, vacation time and personal time, and then only if the employee has not utilized more than 72 hours of paid leave during the year. Any carried over Michigan Earned Sick Leave Act time from this separate bank may only be used for purposes under the Michigan Earned Sick Leave Act; will have no monetary value upon separation from employment with the Employer for whatever reason; and may not be converted to nor subject to being paid out in future years December pay out.
- G. Sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.

13.6: Family and Medical Leave. The Employer will comply with the FMLA with respect to all matters required by law, including additional permanent or temporary enactments regarding eligible leave events as may be required. An eligible employee is entitled to a total of 12 work weeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave. The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act which statute and regulation shall supersede any section or provision noted above which is in conflict.

A. Employees desiring leaves of absence under this section shall provide written notice to their supervisor setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration.

1. Employees must utilize all available paid leave prior to going on unpaid leave, and may be required to provide medical certification of the need for the leave. However, where the leave is required for a serious medical condition; that employee may, but is not required to, reserve up to a sum total of 48 hours (for unit employees on 12 hour shifts) or 40 hours (for unit employees on 8 or 10 hour shifts) of vacation leave time for use upon her return to work. To exercise this option, the employee must provide written notice to the Sheriff of the exercise of such reservation prior to commencement date of the leave.

...

13.8: Personal Days. Full time non-probationary employees covered by this Agreement shall be allowed a maximum of three (3) personal days (i.e., ~~24~~32 hours for persons on eight hour shifts or 36 hours for persons on twelve hour shifts) leave of absence with pay each calendar year. All requests for personal day leave of absence must be made to the Sheriff or his designee three (3) calendar days in advance of the date requested. Requests for reasons under the Michigan Earned Sick Time Act, by an employee who has exhausted his/her sick bank, shall have preference over other personal day requests. Except for a qualified request under the Michigan Earned Sick Time Act, other, tTimely requests for a personal leave days may be rejected if the grant of such leave would result in the Employer incurring overtime costs for the requested day. Leave requests with less than three (3) days' notice maybe granted or rejected at the sole, non-grievable, discretion of the Sheriff or his designee; however, if such request is denied, the Sheriff or designee will provide the employee with the basis for such denial. The number of personal days to be taken at any one time shall be determined by the Sheriff in his sole discretion. Timely requests for a personal leave day may be rejected if the grant of such leave would result in the Employer incurring overtime costs for the requested day. Personal days shall not accumulate from year to year and will have no monetary value upon separation from employment with the Employer for whatever reason.

13.9: Funeral Leave. An employee shall be granted three (3) ~~consecutive~~ days leave to attend the funeral or memorial service for a death which occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his straight time regular rate of pay for such time lost for the funeral leave. The Sheriff or designee may require the employee provide documentation of death, the employee's relationship to the deceased and/or proof of attending the service. "Immediate Family" shall mean the employee's spouse, significant other with whom the employee has resided for ten (10) years or more, children, stepchildren, mother, stepmother, father, stepfather, sister, brother, grandparents, grandchildren, step grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, the grandparents of an employee's spouse, and the spouse(s) of the employee's children or stepchildren. An additional one (1) ~~consecutive~~ day's leave will be granted if the funeral for the member of the "Immediate family" involved is held at a location outside the State of Michigan. Such additional time will be without pay. ~~In instances where the burial is on a date different from the funeral, the days may be split to allow attendance at both the funeral and the burial.~~

3. **(T.A. 11/10/25) Article 14 – Hours of Work.** The Employer proposes to amend Sec. 14.7 as follows (remainder of Art. 14, current contract language):

14.7: Trading Shifts. Employees may trade shifts only with the approval of the Sheriff or the employee’s designated supervisor. Trades may only be approved if both the swapped day or days fall within the ~~same applicable 28 day~~ pay period; ~~or if not within the same period, the trades will not result in overtime.~~ Shift trades may not result in any employee working more than 16 hours straight and there are at least 8 hours between the end of one shift and the beginning of the next shift. It is the responsibility of the employees to ensure that all traded shifts are made up, and the Employer shall have no obligation or responsibility to ensure that traded shifts are made up.

4. **(T.A. 11/10/25) Article 15 – Recognized Holidays.** The Employer proposes to amend this Article as follows:

ARTICLE 15  
HOLIDAYS

15.1: Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year’s Day	Veteran’s Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
<u>Juneteenth</u>	
Independence Day	Christmas Day
Labor Day	New Year’s Eve

The Employer shall endeavor to schedule as many employees as possible off work on holidays, but it is understood that employees may be required to work on holidays in accordance with the Employer’s scheduling determination.

15.2: Holiday Eligibility. Eligibility for holiday pay is subject to the following conditions and qualifications:

- A. The employee must work his scheduled hours on the employee's last regularly scheduled workday before the holiday and on the first regularly scheduled workday after the holiday, unless personal or vacation time has been previously approved by the Employer. Holiday pay will not be paid where an employee calls in sick on either the last scheduled workday before or the first scheduled workday after a holiday.
- B. The employee must be on the active payroll as of the date of the holiday. For purposes of this section, a person is not on the active payroll of the

Employer if they have resigned, during unpaid leaves of absences, sick and accident leave, layoffs, while receiving workers' compensation for more than twelve (12) consecutive months, or on a disciplinary suspension, provided such discipline is not reversed through the procedures set forth in this Agreement.

- C. An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday; or if there are multiple successive holidays pay days, for the holiday preceding or following the holiday on which the employee failed to report.

15.3: Holiday Celebration.

- A. When New Year's Day and Christmas Day fall on a Saturday they will be celebrated on the preceding Friday and Christmas Eve and New Year's Eve will be celebrated on the preceding Thursday.
- B. Whenever Christmas Eve, New Year's Eve or Independence Day fall on a Saturday they will be celebrated on the preceding Friday.
- C. When Christmas Day, New Year's Day or Independence Day fall on a Sunday they will be celebrated on the following Monday.
- D. When Christmas Eve and New Year's Eve fall on a Sunday they will be celebrated on the following Monday and Christmas Day and New Year's Day will be celebrated on the following Tuesday.
- E. This Section shall apply only to employees whose normal schedule of work is Monday through Friday, and those employees working on other schedules will celebrate the holiday on its actual date.

15.4: Holiday Pay.

- A. All permanent, full time employees covered by this Agreement shall be issued a check for eight (8) hours pay at their straight time regular rate of pay exclusive of all premiums for each holiday for which the employee is eligible.
- B. Holiday pay shall be paid on a pro rata basis to eligible employees in the first (1st) paycheck in the months of July and December of each year in a paycheck separate from the employee's normal wages.
- C. This payment shall be for the number of recognized holidays set forth in section 15.1 for which the employee was entitled during the seven (7) month period immediately preceding July 1st and the five (5) month period immediately preceding December 1st, respectively, of that year.

15.5: Rate of Pay for Holidays Worked.

- A. Time and one-half (1-1/2) shall be paid for all hours worked on a holiday in addition to Holiday Pay as provided in 15.4; with the following exception: if an employee who is called in within 24 hours prior to work overtime on a holiday, the employee shall receive a double time rate of pay for all hours worked on a holiday.
- B. Only employees working shifts in which the majority of their actual scheduled hours occurs on the holiday shall receive the holiday premium for the entire shift. In no event shall any employee be eligible for more than twelve (12) hours of holiday premium pay for any one holiday.

15.6: Holiday During Vacation. In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday but no additional time off shall be granted.

5. **(T.A. 11/10/25) Article 16 – Vacations.** The Employer proposes to amend Article 16 as follows:

ARTICLE 16  
VACATIONS

16.1: Vacation. All full time employees with the required seniority on their anniversary date of hire each year and who shall have worked during the period establishing his or her vacation eligibility as set forth below shall accrue a vacation with pay in accordance with the following schedule provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement. Banked vacation time may be utilized for purposes authorized under and up to the cumulative maximums permitted by the Michigan Earned Sick Time Act after the exhaustion of any banked sick time and personal time.

16.2 Accrual Rate.

- A. Vacation shall be credited to each permanent employee at the end of the biweekly work period in which 80 hours of paid service is completed as listed below.
  - 1. When paid service does not total 80 hours in a biweekly work period the employee shall be credited with a pro-rated amount of vacation for that work period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate.

Time in Service

Vacation Leave

Annual

<u>Seniority Required</u>	<u>Earned</u>	<u>Time Off</u>
1 year <u>through 4 years</u>	3.08 hrs/	80 hrs <del>service</del>
5 years <u>through 11 years</u>	4.61 hrs/	120 hrs <del>service</del>
12 years <u>through 19 years</u>	6.15 hrs	160 hrs <del>service</del>
20 years <u>or more</u>	7.69 hrs	200 hrs <del>service</del>

B. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the twelve (12) months immediately preceding their first (1 year) anniversary date. Upon satisfying these requirements, the employee accrues the vacation for the twelve (12) months prior to their first (1 year) anniversary date, unless vacation time was utilized under 16.1.

C. Vacation shall be available for use only in biweekly periods subsequent to the biweekly work period in which it is earned.

<del><u>Time in Service</u></del>	<del><u>Vacation Leave</u></del>
<del><u>Seniority Required</u></del>	<del><u>Earned</u></del>
<del>1 year</del>	<del>3.08 hrs/ 80 hrs service</del>
<del>5 years</del>	<del>4.61 hrs/120 hrs service</del>
<del>12 years</del>	<del>6.15 hrs/160 hrs service</del>
<del>20 years</del>	<del>7.69 hrs/200 hrs service</del>

C. Any employee who fails to notify the Employer within 60 days after the effective date of the Agreement shall be considered to have waived any claim of error for any period of time prior to the date the employee files a grievance or notifies the Employer, in writing, of the error.

16.3: Maximum Accrual. Annual vacation may not be authorized, accumulated or credited in excess of the employee's maximum accumulation limit provided below except under the following conditions:

A. If an employee is unable because of the Employer's decision to take annual leave credits that would place the total credits in excess of the employee's maximum accumulation limit, the employee shall be permitted to accumulate no more than an additional 16 hours.

B. The employee's annual leave balance must be reduced to the maximum accumulation limit or less no later than two pay periods after the pay period in which the excess credits are earned. The employer may require the employee to take sufficient time off within the additional two pay periods to enable a reduction of credits to no more than the maximum accrual limit.

Employees may accumulate vacation leave only up to the maximum accumulation limits provided below:

<u>Time in Service</u> <u>Seniority Required</u>	<u>Maximum</u> <u>Accumulation Limit</u>	<u>Maximum</u> <u>Pay Out Limit</u>
0 to 25 or more years	250 hours	200 hours

16.4: Vacation Scheduling.

- A. Employees may schedule time off for their vacation during the twelve (12) months following their vacation determination date each year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the Sheriff's Office and the Sheriff's obligations to the public generally.
- B. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested; or if for a reason protected by the Michigan Earned Sick Time Act, and if all sick and personal time is exhausted, the time periods authorized by that Act and up to the cumulative limits permitted by that Act.
- C. Vacation shall be available for use only in biweekly periods subsequent to the biweekly work period in which it is earned. An employee must accumulate sufficient proper paid time off credits (including compensatory time but excluding sick leave) to cover his/her planned vacation period. An employee whose accrued vacation bank will not be sufficient to cover an approved vacation bid must notify the Sheriff or designee at least 14 calendar days in advance of the vacation date to permit other employees the opportunity for time off. A failure to provide such notice shall result in the employee being placed last amongst non-probationary employees on the seniority bid list for the next vacation bid.
- D. Vacation requests submitted with less than thirty (30) days in advance may be granted or rejected at the sole, non-grievable, discretion of the Sheriff or his designee; however, if such request is denied, the Sheriff or designee will provide the employee with the basis for such denial.
- E. If an employee does not submit a vacation request, the Sheriff may assign a vacation period to the employee equivalent to the amount of the employee's available paid leave.
- F. In all circumstances, requests for vacation time off in a "block" of five (5) days shall take precedence over requests for vacation time for a shorter period.
  - 1. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Sheriff.

- G. Vacation leaves can be “coupled”, either at the beginning or the end of the vacation period, with an employee’s “pass days”.
- H. Conflicts in vacation requests between employees within a particular classification shall be resolved by first giving preference to a qualified request under the Michigan Earned Sick Time Act, and thereafter giving preference to the employee with the greatest classification seniority, provided a senior employee who has not submitted his request by March 1st of each year shall not displace a junior employee who has done so or a junior employee who has submitted his request after March 1st but prior to the senior employee’s request.
- I. If an employee’s scheduled time off is canceled by the Sheriff, the employee is expected to make a reasonable effort to utilize his available vacation time off prior to the employee’s next anniversary date of hire.
- J. A maximum of 100 hours of vacation time may be carried over into the following year, provided, however, such carry-over vacation time may not be accumulated from year to year.
- K. Should the employee be unable to reduce his earned vacation time to the amount of allowed accumulation set forth in this Section, he shall be paid for the days in excess of 100 hours of carry-over vacation days.
  - 1. This payment shall be made in the first (1st) pay period following the employee’s anniversary date of hire occurring after the Sheriff’s cancellation and shall be at the rate of pay the employee was earning on the day immediately preceding such anniversary date of hire.

16.5: Pass Days. If an employee’s regular “pass day” falls within his vacation period such “pass day” shall not be counted as a day of that employee’s vacation leave.

16.6: Vacation Basis. Vacation pay will be computed at the straight time regular rate of pay an employee is earning at the time he takes vacation leave

16.7: Benefit on Termination. Employees who leave the employ of the Employer prior to their anniversary date of hire in any calendar year will not be eligible for vacation pay, provided, however, that employees who leave the Employer’s service for a first (1st) entry into military service or who terminate due to death or retirement shall be eligible for a payout for prorated vacation accrued in accordance with the schedule in Section ~~16.5.1~~ based upon hours worked from their preceding anniversary date of hire to the date of leaving in the calendar year of such termination.

6. **(T.A. 11/10/25) Article 17 – Insurance**. The Employer proposes to amend Sec. 17.2 to

remove the reference to Appendix B (retitle Appendix C to B; remainder of Article 17 current contract language):

17.2: Dental Insurance. The Employer shall make available a Group Insurance Plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the Insurance Plan and who have no dental care coverage available through programs under which their spouse or dependents are eligible to participate. ~~The insurance program currently provides the coverages listed on Appendix B.~~ The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

7. **(T.A. 11/10/25) Article 20 – Wages.** The Employer proposes to amend Sec. 20.1 (Appendix A) and 20.2 as follows (remainder of Article 20 current contract language):

\*Proposed changes to apply to Appendix A (Sec. 20.1):

- a. Effective payroll period commencing on or after January 1, 2026: 4% wage increase to all steps of the Deputy wage scale. Status quo for Sgt. Differential (9.5%);
- b. Effective payroll period commencing January 1, 2027: 3% wage increase to all steps of the Deputy wage scale. Status quo for Sgt. Differential (9.5%);
- c. Effective payroll period commencing January 1, 2028: 3% wage increase to all steps of the Deputy wage scale. Status quo for Sgt. Differential (9.5%).

20.2: Shift Premium. Employees shall be paid a shift premium of ~~\$0.25 for hours worked on the afternoon shift and \$0.5035~~ for hours worked on the ~~midnight~~ shift. ~~Shift premiums shall not be considered part of the employee's regular straight-time rate of pay for purposes of overtime calculations.~~

8. **(T.A. 11/10/25) Article 22 – Promotional Procedure.** The Employer proposes to amend Sec. 22.2, 22.4 and 22.6 as follows (remainder of Article 22 current contract language):

22.2: Eligibility.

- A. In order to be eligible for a promotion to Sergeant or Detective within the law enforcement ladder an employee must have been a certified law enforcement officer for ~~three (3) five (5)~~ years within the Wexford County Sheriff's Office.
  1. Probationary employees are not eligible to take the Detective and Sergeant promotional exam.

- B. In order to be eligible for a promotion to Lieutenant an employee must have been a certified law enforcement officer for within Wexford County for eight (8) years or served at least one year as a Wexford County law enforcement sergeant.
- C. If an employee declines a promotional advancement he shall thereafter be ineligible for a promotional opportunity for a period of six (6) months.

22.3: Notification and Posting. Examination notices for all competitive promotion classifications shall be posted on the bulletin boards throughout the Sheriff's Office for minimum of fifteen (5) days prior to the examination date. Subjects to be covered in the written and oral examinations shall be posted fifteen (15) days prior to the examination date. Employees eligible to compete shall submit their letters of intent to participate to the Sheriff no later than two (2) days prior to the examination date.

22.4: Program Weight.

- A. Scores shall be based upon the written examination, performance evaluation, and Oral Board. The weights assigned shall be as follows:
  - 1. Written Examination – forty-nine percent (49%)
  - 2. Oral Board - forty nine-percent (49%)
  - 3. Seniority - 1/4 point for every year of service with the Wexford County Sheriff's Office in excess of three (3) years.
- B. The oral test will be given before the written test.
- C. To qualify for a placement on a promotional list all applicants must achieve a combined score on the written examination, performance evaluations, and Oral Board examinations and seniority which equals a minimum of seventy (70) converted points.
  - 1. In scoring, evaluations and Oral Board examinations will each be deemed to be worth one hundred (100) points; the weights assigned above will be multiplied by one hundred (100) to arrive at the maximum point total applicable to that portion of the Procedure.
  - 2. Finally, the applicant's actual percentage score on the applicable portion of the Procedure will be multiplied by the maximum point total to arrive at the applicant's converted point total for that portion of the Procedure.

22.5: Oral Board.

- A. The Oral Board shall consist of four (4) members.
- B. The composition of the Oral Board shall be: the Sheriff or his designee; a law enforcement officer chosen by the Sheriff from outside the Wexford County Sheriff's Office whose rank is equal to or higher than the position being sought; the Prosecuting Attorney of Wexford County; and a non-probationary law enforcement officer selected by the Union from outside the Wexford County Sheriff's Office, provided, however, this individual may not be a full time paid Union representative.
- C. The results of the written examination shall not be made available to the Oral Board; however, the Employer may furnish the Oral Board an employee's personnel file, with the exception of disciplinary notices issued over one (1) year previously.
- D. In the event that the promotion is for a correctional position the Oral Board law enforcement representatives will be correctional officers.

22.6: Written Examination. The content of any written examination will be scaled appropriate to the level of the position being considered. ~~Such written tests will be validated and obtained from an accredited source.~~ All written tests will be structured and administered to each given classification level. Written tests will be designed at a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted.

9. **(T.A. 11/10/25) Article 25 – Duration.** The CBA duration proposed by the Employer is January 1, 2026, or the date fully executed following ratification by the parties if later, until December 31, 2028.

10. **(T.A. 11/10/25) Employer response to union initial contract proposals:**

- Union #1: reject union wage proposal (see employer proposal #7).
- Union #2: reject union retirement plan proposal.
- Union #3: reject union longevity proposal.
- Union #4: reject union shift premium proposal.
- Union #5: reject union FTO proposal.
- Union #6: reject union health insurance proposal.
- Union #7: reject union education proposal.
- Union #8: see employer proposal #8 which addresses the changes in this union proposal.

11. **(T.A. 11/10/25) 20.4 Field Training Officer and Supervisor Compensation –** (replace current language with the following) For 8 hours or more time spent training by an FTO on a training day, the FTO will be compensated an amount equal to ½ hour at their overtime rate for the training day. The Field Training Supervisor shall receive a gross lump sum payment of \$250.00 for each trainee assigned to the full training program.

12. (T.A. 11/10/25) 19.1 Longevity Benefit. Amend to add “5 or more but less than 10 years” at \$300 annual gross bonus.

13. (T.A. 11/10/25) All other terms and conditions of CBA status quo.

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