



## Wexford County

### FINANCE & APPROPRIATIONS COMMITTEE

*Brian Potter, Chair*

#### **NOTICE OF MEETING**

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, March 25, 2026, beginning at 12:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

#### **TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF MARH 12, 2026, REGULAR MEETING MINUTES ..... 1
- F. PUBLIC COMMENTS  
*Designated for topics on the agenda only.*
- G. AGENDA ITEMS
  - 1. Approval of the Claims *(Clerk's Office)*
  - 2. Revenue & Expense Reports.....3
  - 3. Applied Innovation Proposal - Wexford Missaukee Public Defenders ..... 11
  - 4. Prosecutorial Services Contract – City of Cadillac..... 15
  - 5. Veterinarian Services Agreement ..... 18
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
FINANCE & APPROPRIATIONS COMMITTEE MEETING  
REGULAR MEETING MINUTES  
March 12, 2026

The regular meeting was called to order by Chairman Brian Potter at 12:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Brian Potter, Mark Nyman, Gary Taylor  
Members Absent: Sandy Bengelink  
Also Present: Jami Bigger, Deputy Administrator & HR Director; Alaina Nyman, Clerk;  
Roxanne Snyder, Register of Deeds; Megan Swanberg, Executive Assistant

**ADDITIONS OR DELETIONS TO THE AGENDA**

Added: G.3. US Imaging Contract for ROD  
G.4. Code Red OnSolve Subscription

**APPROVAL OF THE AGENDA**

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

**APPROVAL OF THE MINUTES**

A motion was made by Comm. Taylor and supported by Comm. Nyman to approve the February 26, 2026, regular meeting minutes. A vote was called, all in favor. Motion passed.

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

***G.1. Approval of Claims***

A motion was made by Comm. Nyman and supported by Comm. Taylor to approve paying the claims in the amount of \$627,579.71. A vote was called, all in favor. Motion passed.

***G.3. Cidnet Communication Service Agreement***

A motion was made by Comm. Taylor and supported by Comm. Nyman to forward a recommendation to the full board to approve the Cident Communication Service Agreement between Steller services and the Wexford County Sheriff's Office. A vote was called, all in favor. Motion passed.

***G.3. US Imaging Agreement***

A motion was made by Comm. Taylor and supported by Comm. Nyman to forward a recommendation to the full board to approve the US Imaging Agreement in the amount of \$28,560.80. A vote was called, all in favor. Motion passed.

Ms. Bigger stated this has been budgeted for.

***G.4. Code Red OnSolve Subscription***

A motion was made by Comm. Nyman and supported by Comm. Taylor to forward a recommendation to the full board to approve Code Red OnSolve Subscription for a five-year

**term in the amount of \$21,119.91 with an annual fee of \$5,339.30. A vote was called, all in favor. Motion passed.**

Comm. Potter asked if this was planned or unplanned? Ms. Bigger said it was planned. Some things had just changed and needed updated.

**CORRESPONDENCE**

None.

**ADMINISTRATOR’S COMMENTS**

Deputy County Administrator, Jami Bigger, stated the Public Defender’s Office will have a proposal coming soon for a new Ricoh printer.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion was made by Comm. Taylor and supported by Comm. Nyman to adjourn the meeting at 12:04 p.m. A vote was called, all in favor. Motion passed.**

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Brian Potter, Chair

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Megan Swanberg, Recording Secretary

PERIOD ENDING 02/28/2026

% Fiscal Year Completed: 16.16

GL NUMBER	DESCRIPTION	2026	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	02/28/2026 NORMAL (ABNORMAL)	MONTH 02/28/2026 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
UNCLASSIFIED	Unclassified	19,919,149.00	752,636.27	472,601.94	19,166,512.73	3.78
TOTAL REVENUES		19,919,149.00	752,636.27	472,601.94	19,166,512.73	3.78
Expenditures						
101	COMMISSIONERS	127,669.00	19,800.82	12,599.59	107,868.18	15.51
172	COUNTY ADMINISTRATION	189,673.00	34,833.03	13,642.12	154,839.97	18.36
174	GEN SERVICES ADMINISTRATION	1,360,300.00	202,235.23	117,027.40	1,158,064.77	14.87
194	DEPT OF AGRICULTURE	70,000.00	0.00	0.00	70,000.00	0.00
215	COUNTY CLERK	472,519.00	62,825.12	33,186.39	409,693.88	13.30
245	STATE SURVEY & REMONUMENTATION	48,570.00	0.00	0.00	48,570.00	0.00
253	COUNTY TREASURER	456,782.00	72,472.54	34,156.99	384,309.46	15.87
257	EQUALIZATION	629,768.00	93,303.16	59,287.07	536,464.84	14.82
262	ELECTIONS	125,500.00	3,641.62	27.55	121,858.38	2.90
265	BUILDING AND GROUNDS	536,627.00	97,307.24	47,667.71	439,319.76	18.13
268	DISTRICT HEALTH DEPARTMENT	108,500.00	21,668.01	18,636.86	86,831.99	19.97
270	HUMAN RESOURCES	89,652.00	10,734.21	6,630.54	78,917.79	11.97
272	MAINT/STORAGE - BLDG/GRDS	8,650.00	1,426.29	487.91	7,223.71	16.49
276	HUMAN SERVICES BLDG	138,750.00	25,379.39	16,066.54	113,370.61	18.29
278	JAIL - BLDG/GRDS	284,500.00	53,821.29	22,529.73	230,678.71	18.92
279	PUBLIC DEFENDER	367,800.00	46,278.78	22,679.59	321,521.22	12.58
283	CIRCUIT COURT	363,721.00	48,108.70	25,108.04	315,612.30	13.23
286	DISTRICT COURT	807,009.00	110,970.89	62,481.75	696,038.11	13.75
289	FRIEND OF THE COURT	1,026,932.00	145,152.61	87,662.67	881,779.39	14.13
294	PROBATE COURT	899,365.00	83,416.13	45,550.46	815,948.87	9.28
295	PROBATION AND PAROLE	0.00	266.98	266.98	(266.98)	100.00
296	PROSECUTING ATTORNEY	916,543.00	132,033.16	67,703.77	784,509.84	14.41
297	JURY COMMISSION	7,000.00	74.39	74.39	6,925.61	1.06
298	CIRCUIT COURT FAMILY COUNS.	45,689.00	2,127.39	2,127.39	43,561.61	4.66
299	PROS ATTN CO-OP REIMB	87,828.00	11,158.85	5,262.11	76,669.15	12.71
301	SHERIFF	3,719,561.00	534,832.00	292,386.87	3,184,729.00	14.38
316	SECONDARY ROAD PATROL	104,002.00	9,427.54	5,117.21	94,574.46	9.06
331	MARINE	41,836.00	0.00	0.00	41,836.00	0.00
332	SNOWMOBILE	41,996.00	2,801.12	2,046.96	39,194.88	6.67
333	ORV GRANT	41,971.00	1,566.50	812.34	40,404.50	3.73
351	JAIL	3,918,966.00	491,716.01	267,851.41	3,427,249.99	12.55
362	STATE GRANT PA 511	145,800.00	24,892.12	9,616.48	120,907.88	17.07
363	ENHANCEMENT	168,170.00	10,794.88	7,293.40	157,375.12	6.42
426	EMERGENCY MANAGEMENT	128,541.00	15,327.65	8,487.83	113,213.35	11.92
442	DRAIN COMMISSION	79,894.00	7,372.54	3,524.43	72,521.46	9.23
526	SANITARY LANDFILL	53,000.00	5,688.00	3,243.00	47,312.00	10.73
648	MEDICAL EXAMINER	124,400.00	16,345.95	10,243.65	108,054.05	13.14
681	VETERANS BURIAL	10,000.00	0.00	0.00	10,000.00	0.00
711	REGISTER OF DEEDS	347,178.00	51,778.21	26,889.73	295,399.79	14.91
959	APPROPRIATIONS	509,043.00	26,674.89	0.00	482,368.11	5.24
995	TRANSFERS	1,315,444.00	295,193.80	24,654.67	1,020,250.20	22.44
TOTAL EXPENDITURES		19,919,149.00	2,773,447.04	1,363,031.53	17,145,701.96	13.92
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		19,919,149.00	752,636.27	472,601.94	19,166,512.73	3.78
TOTAL EXPENDITURES		19,919,149.00	2,773,447.04	1,363,031.53	17,145,701.96	13.92

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REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY  
 PERIOD ENDING 02/28/2026  
 % Fiscal Year Completed: 16.16

GL NUMBER	DESCRIPTION	2026 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
			02/28/2026 NORMAL (ABNORMAL)	MONTH 02/28/2026 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
NET OF REVENUES & EXPENDITURES		0.00	(2,020,810.77)	(890,429.59)	2,020,810.77	100.00

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY  
 PERIOD ENDING 02/28/2026  
 % Fiscal Year Completed: 16.16

GL NUMBER	DESCRIPTION	2026 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
			NORMAL	(ABNORMAL)	MONTH 02/28/2026 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 225 - ANIMAL CONTROL									
Revenues									
UNCLASSIFIED	Unclassified	305,800.00	166,763.20		72,444.49		139,036.80		54.53
TOTAL REVENUES		<u>305,800.00</u>	<u>166,763.20</u>		<u>72,444.49</u>		<u>139,036.80</u>		<u>54.53</u>
Expenditures									
000		282,469.00	37,237.03		18,584.20		245,231.97		13.18
TOTAL EXPENDITURES		<u>282,469.00</u>	<u>37,237.03</u>		<u>18,584.20</u>		<u>245,231.97</u>		<u>13.18</u>
Fund 225 - ANIMAL CONTROL:									
TOTAL REVENUES		305,800.00	166,763.20		72,444.49		139,036.80		54.53
TOTAL EXPENDITURES		<u>282,469.00</u>	<u>37,237.03</u>		<u>18,584.20</u>		<u>245,231.97</u>		<u>13.18</u>
NET OF REVENUES & EXPENDITURES		23,331.00	129,526.17		53,860.29		(106,195.17)		555.17

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY  
 PERIOD ENDING 02/28/2026  
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GL NUMBER	DESCRIPTION	2026 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
			NORMAL	(ABNORMAL)	MONTH 02/28/2026 INCREASE (DECREASE)	NORMAL (ABNORMAL) BALANCE			
Fund 239 - COURT SECURITY FUND									
Revenues									
UNCLASSIFIED	Unclassified	197,356.00	36,142.95		18,213.08		161,213.05		18.31
TOTAL REVENUES		<u>197,356.00</u>	<u>36,142.95</u>		<u>18,213.08</u>		<u>161,213.05</u>		<u>18.31</u>
Expenditures									
000		197,356.00	9,514.31		2,944.69		187,841.69		4.82
TOTAL EXPENDITURES		<u>197,356.00</u>	<u>9,514.31</u>		<u>2,944.69</u>		<u>187,841.69</u>		<u>4.82</u>
Fund 239 - COURT SECURITY FUND:									
TOTAL REVENUES		197,356.00	36,142.95		18,213.08		161,213.05		18.31
TOTAL EXPENDITURES		<u>197,356.00</u>	<u>9,514.31</u>		<u>2,944.69</u>		<u>187,841.69</u>		<u>4.82</u>
NET OF REVENUES & EXPENDITURES		0.00	26,628.64		15,268.39		(26,628.64)		100.00

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY  
 PERIOD ENDING 02/28/2026  
 % Fiscal Year Completed: 16.16

GL NUMBER	DESCRIPTION	2026	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	02/28/2026 NORMAL (ABNORMAL)	MONTH 02/28/2026 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 249 - BUILDING INSPECTIONS DEPT.								
Revenues								
UNCLASSIFIED	Unclassified	343,000.00	30,920.84	13,931.50	312,079.16	9.01		
TOTAL REVENUES		<u>343,000.00</u>	<u>30,920.84</u>	<u>13,931.50</u>	<u>312,079.16</u>	<u>9.01</u>		
Expenditures								
000		288,782.00	39,442.26	20,179.96	249,339.74	13.66		
TOTAL EXPENDITURES		<u>288,782.00</u>	<u>39,442.26</u>	<u>20,179.96</u>	<u>249,339.74</u>	<u>13.66</u>		
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Fund 249 - BUILDING INSPECTIONS DEPT.:								
TOTAL REVENUES		343,000.00	30,920.84	13,931.50	312,079.16	9.01		
TOTAL EXPENDITURES		<u>288,782.00</u>	<u>39,442.26</u>	<u>20,179.96</u>	<u>249,339.74</u>	<u>13.66</u>		
NET OF REVENUES & EXPENDITURES		54,218.00	(8,521.42)	(6,248.46)	62,739.42	15.72		

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY  
 PERIOD ENDING 02/28/2026  
 % Fiscal Year Completed: 16.16

GL NUMBER	DESCRIPTION	2026 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BGD USED
			NORMAL	(ABNORMAL)	MONTH 02/28/2026 INCREASE (DECREASE)	NORMAL (ABNORMAL) BALANCE			
Fund 260 - PUBLIC DEFENDER									
Revenues									
UNCLASSIFIED	Unclassified	1,858,919.00	14,810.07		0.00		1,844,108.93		0.80
TOTAL REVENUES		<u>1,858,919.00</u>	<u>14,810.07</u>		<u>0.00</u>		<u>1,844,108.93</u>		<u>0.80</u>
Expenditures									
000		1,858,919.00	363,358.41		209,360.16		1,495,560.59		19.55
TOTAL EXPENDITURES		<u>1,858,919.00</u>	<u>363,358.41</u>		<u>209,360.16</u>		<u>1,495,560.59</u>		<u>19.55</u>
Fund 260 - PUBLIC DEFENDER:									
TOTAL REVENUES		1,858,919.00	14,810.07		0.00		1,844,108.93		0.80
TOTAL EXPENDITURES		<u>1,858,919.00</u>	<u>363,358.41</u>		<u>209,360.16</u>		<u>1,495,560.59</u>		<u>19.55</u>
NET OF REVENUES & EXPENDITURES		0.00	(348,548.34)		(209,360.16)		348,548.34		100.00

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 02/28/2026

% Fiscal Year Completed: 16.16

GL NUMBER	DESCRIPTION	2026	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	02/28/2026 NORMAL (ABNORMAL)	MONTH 02/28/2026 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 261 - 911-WIRELESS						
Revenues						
UNCLASSIFIED	Unclassified	1,200,000.00	3,093.20	1,431.30	1,196,906.80	0.26
TOTAL REVENUES		<u>1,200,000.00</u>	<u>3,093.20</u>	<u>1,431.30</u>	<u>1,196,906.80</u>	<u>0.26</u>
Expenditures						
000		145,000.00	73,355.49	72,909.22	71,644.51	50.59
325	COMMUNICATIONS/DISPATCH	1,053,259.00	137,696.19	77,339.25	915,562.81	13.07
TOTAL EXPENDITURES		<u>1,198,259.00</u>	<u>211,051.68</u>	<u>150,248.47</u>	<u>987,207.32</u>	<u>17.61</u>
Fund 261 - 911-WIRELESS:						
TOTAL REVENUES		1,200,000.00	3,093.20	1,431.30	1,196,906.80	0.26
TOTAL EXPENDITURES		<u>1,198,259.00</u>	<u>211,051.68</u>	<u>150,248.47</u>	<u>987,207.32</u>	<u>17.61</u>
NET OF REVENUES & EXPENDITURES		1,741.00	(207,958.48)	(148,817.17)	209,699.48	1,944.77

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY  
 PERIOD ENDING 02/28/2026  
 % Fiscal Year Completed: 16.16

GL NUMBER	DESCRIPTION	2026	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	02/28/2026 NORMAL (ABNORMAL)	MONTH 02/28/2026 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 292 - CHILD CARE FUND								
Revenues								
UNCLASSIFIED	Unclassified	1,361,330.00	0.00	0.00	1,361,330.00	0.00		
TOTAL REVENUES		<u>1,361,330.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,361,330.00</u>	<u>0.00</u>		
Expenditures								
000		1,361,330.00	142,805.23	75,433.09	1,218,524.77	10.49		
TOTAL EXPENDITURES		<u>1,361,330.00</u>	<u>142,805.23</u>	<u>75,433.09</u>	<u>1,218,524.77</u>	<u>10.49</u>		
Fund 292 - CHILD CARE FUND:								
TOTAL REVENUES		1,361,330.00	0.00	0.00	1,361,330.00	0.00		
TOTAL EXPENDITURES		<u>1,361,330.00</u>	<u>142,805.23</u>	<u>75,433.09</u>	<u>1,218,524.77</u>	<u>10.49</u>		
NET OF REVENUES & EXPENDITURES		0.00	(142,805.23)	(75,433.09)	142,805.23	100.00		
TOTAL REVENUES - ALL FUNDS		5,266,405.00	251,730.26	106,020.37	5,014,674.74	4.78		
TOTAL EXPENDITURES - ALL FUNDS		<u>5,187,115.00</u>	<u>803,408.92</u>	<u>476,750.57</u>	<u>4,383,706.08</u>	<u>15.49</u>		
NET OF REVENUES & EXPENDITURES		<u>79,290.00</u>	<u>(551,678.66)</u>	<u>(370,730.20)</u>	<u>630,968.66</u>	<u>695.77</u>		



APPLICATION NO.  
USB 3285446

AGREEMENT NO.



Dealer Value Lease Agreement

5555 Glenwood Hills Pkwy SE • Grand Rapids, MI 49512 • Phone: 616.554.5200 • Fax: 616.554.6200

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Applied Innovation.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Includes entry for (1) Ricoh IM 4000.

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for number of payments (60), amount (\$234.60), B&W pages per month (8,934), and color pages per month (n/a).

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked, Fair Market Value will be your end of term option.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for Applied Innovation (LESSOR) with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for County of Wexford (CUSTOMER) with fields for SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for County of Wexford (CUSTOMER) with fields for SIGNATURE, TITLE, and ACCEPTANCE DATE.

PRINT NAME

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement").

**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. If we are required by law to file personal property tax returns with respect to the Equipment or for your use of any Financed Items under this Agreement, you agree to pay us a yearly processing fee of up to \$50 for administering property tax filings. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

**5. ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**13. MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of copies shown on page 1 of this Agreement for each applicable copy type. Regardless of the number of copies made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered copy that exceeds the applicable minimum number of copies. Copies made on equipment marked as not financed under this Agreement will be included in determining your copy and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

# STATE AND LOCAL GOVERNMENT ADDENDUM

## AGREEMENT # USB 3285446

Addendum to Agreement # 3285446 and any future supplements/schedules thereto, between County of Wexford, as Customer and Applied Innovation, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

### 1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

### 2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.**

**Applied Innovation**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**County of Wexford**

\_\_\_\_\_  
Customer

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# WEXFORD COUNTY PROSECUTING ATTORNEY



NATHANAEL S. KARNES  
CHIEF ASSISTANT PROSECUTOR

JOHANNA C. CAREY  
437 E. DIVISION ST.  
CADILLAC, MI 49601  
(231) 779-9505

CATHY WRIGHT  
OFFICE ADMINISTRATOR

LESYA N. DULL  
ASSISTANT PROSECUTOR

December 16, 2025

Cadillac City Council  
200 N. Lake St.  
Cadillac, MI 49601

Wexford County Board of Commissioners  
437 E. Division  
Cadillac, MI 49601

RE: PROSECUTION OF MUNICIPAL CRIMINAL OFFENSES, CIVIL INFRACTIONS, AND  
ORDINANCE VIOLATIONS

Dear Council Members and Board of Commissioners,

The Office of the Wexford County Prosecuting Attorney has been prosecuting municipal criminal offenses, civil infractions, and ordinance violations for the City of Cadillac pursuant to a contract signed on 12/8/21 and approved by the County on 1/5/22. The contract expires on 12/31/25. With approval of the City Council and County Board of Commissioners, my office is willing to continue to provide this service under the following terms:

- 1) Provide limited prosecutorial services as a City Attorney at an annual rate of \$40,000.00 for
  - a) All eligible misdemeanors and civil infractions under the City of Cadillac Code of Ordinances (hereinafter "City Code"), Chapter 40 – Traffic and Vehicles;
  - b) All eligible misdemeanors identified as such under the City Code in
    - i) Chapter 4, Article 1 and
    - ii) Chapter 22.

2) Provide limited prosecutorial services as a City Attorney at an hourly rate of \$150.00 per hour for time worked by any attorney of the Wexford County Prosecutor's Office for enforcing municipal ordinance violations, such as blight, nuisances, and others so identified as municipal civil infractions not related to traffic within the City Code. These are offenses only for which legal action may be brought in the 84<sup>th</sup> District Court for Wexford County. Additionally, the City of Cadillac would pay additional expenses related to this service, including witness fees, postage, expert fees, and \$22.00 per hour for non-attorney staff work in excess of 1 hour per individual case.

3) The term of this contract will begin on July 1, 2026, and continue for an indefinite period of time. Prior to July 1, 2026, the City of Cadillac and Wexford County Prosecutor's Office agree to extend the terms of the agreement dated November 24, 2021, attached as "Exhibit A", until June 30, 2026.

The terms of this new contract provide for the City of Cadillac to withdraw from the contract entirely without penalty, with 90-days written notice to the Wexford County Prosecuting Attorney. In the event the City of Cadillac does withdraw from the agreement, the City of Cadillac will be responsible for paying a daily pro-rata portion of the annual fee stated above for the services provided to the date of withdrawal and any hourly fees and expenses incurred by the Wexford County Prosecutor's Office to the date of withdrawal by the City of Cadillac. The Wexford County Prosecutor's Office may withdraw from the contract entirely without penalty, with 90-days written notice to the City of Cadillac.

Wexford County Prosecutor's Office may adjust its annual rate, hourly rate, and expense rate annually, by an amount equal to the greater of a) 3% or b) the annual consumer price index for all urban consumers (CPI-U) as published calendar year-end by the U.S. Bureau of Labor Statistics. Rate adjustments would be effective commencing July 1, 2027, and annually on July 1 thereafter.

The Wexford County Prosecuting Attorney will adhere to the Michigan Rules of Professional Conduct, including Rule 3.8 regarding the responsibilities as special prosecutor.

Dated: 12/16/2025

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Johanna C. Carey  
Wexford County Prosecuting Attorney

ACCEPTED BY THE CITY OF CADILLAC

Dated: \_\_\_\_\_  
David Powell, Mayor

Dated: \_\_\_\_\_  
\_\_\_\_\_, Clerk

ACCEPTED BY WEXFORD COUNTY

Dated: \_\_\_\_\_  
Gary Taylor, Chairman

## VETERINARIAN SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of January, 2026, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) acting on behalf of **WEXFORD COUNTY ANIMAL CONTROL**, with offices and facilities located at 1406 6th Avenue, Cadillac, Mi 49601 (hereinafter referred to as the “Department”) and **MEYER VETERINARY CLINIC**, located at 1544 McKinley, Cadillac, Mi 49601 (hereinafter referred to as the “Contractor”).

### WITNESSETH:

**WHEREAS**, the County requires for the Department, on an independent contractor basis, the professional veterinarian services of a veterinarian licensed to practice veterinary medicine in the State of Michigan; and

**WHEREAS**, the Contractor is a licensed veterinarian who maintains a private veterinary medicine practice in Cadillac, Michigan; and

**WHEREAS**, the Contractor agrees to perform the professional veterinarian services which the County requires for the Department on an independent contractor basis.

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

**1. Services to be Provided.** The Contractor shall furnish the Department with professional veterinary services, including, but not limited to:

- A. Consultation when and as needed by the Department on matters pertaining to veterinary medicine.
- B. Providing the Department’s staff with technical advice and training for contagious disease control, vaccination of animals, euthanasia of animals as required by law, sanitation and health care of animals at the Wexford County Animal Shelter.
- C. Conduct examinations of animals when and as needed by the Department.
- D. Provide such other professional veterinarian services as the Department may require.
- E. Procure and maintain a drug license for purchasing drugs for use in the euthanasia of animals and/or tranquilizing animals.

**2. Time in Which Services are to be Performed.** The services to be rendered pursuant to this Agreement by the Contractor shall be provided to the

Department Monday through Friday, five (5) days a week, for a maximum of twelve (12) hours per week. The specific times and locations for rendering such services shall be as mutually agreed upon from time to time by the Department's Director and the Contractor. However, notwithstanding the foregoing, the Contractor agrees to be available for full consultation as may be needed in the event of emergencies or unanticipated difficulties within the Department.

**3. Compensation.** It is expressly understood and agreed that the County shall pay the Contractor for the services performed under this Agreement, as specified on Attachment "A," Fee Schedule.

**4. Method of Payment of Compensation.** At the end of each month in which this Agreement is in effect, the Contractor shall submit a bill to the County for the sum due for the month just ending. Each bill shall set forth the dates and hours worked at the Department, the total sum due and such additional information regarding the services performed under this Agreement as the County may require. The County shall process each bill and pay the sum due and owing the Contractor in accordance with the County's procedure for payment of Accounts Payable.

**5. Supplies.** The County shall provide all necessary drugs and related supplies needed to provide adequate care for the animals at the County's Animal Shelter. Should the Contractor, while providing services pursuant to this Agreement, have any questions, concerns or problems with respect to appropriate support personnel and supplies, the Contractor shall communicate the questions, concerns or problems to the Department's Director.

**6. Retention of Records.** The Department shall have sole and exclusive right to the retention of all records pertaining to the animals placed at the County's Animal Shelter and the services rendered pursuant to this Agreement. The Contractor, however, shall have access to all such records required to perform the services to be provided under this Agreement.

**7. Compliance with the Law and Licensing Requirements.** The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also meet all Federal, State and local license and authorization requirements for the practice of veterinary medicine and surgery. Failure by the Contractor to obtain and/or maintain any required license and authorization requirements and/or the loss of the same, shall result in the immediate and automatic termination of this Agreement.

**8. Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended; and The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Any violation of Federal State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the Contractor is providing services to the County shall be regarded as a material breach of this Agreement and the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**9. Independent Contractor.** It is expressly understood and agreed that the Contractor is an independent contractor and that he shall in no way be deemed to be and shall not hold himself out as an employee, servant or agent of the County. The Contractor shall be responsible for the withholding and payment of all taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments. The Contractor shall not be entitled to any fringe benefits which the County provides to its employees including, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity.

**10. Indemnification and Hold Harmless.** The Contractor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees that they may incur as a result of any failure to comply with the terms of this Agreement, violation of any applicable federal or State of Michigan law, rule or regulation, an intentional tort or negligent acts or omissions by the Contractor or any of his employees, agents or subcontractors which may arise out of this Agreement. The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its elected and appointed officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**11. Insurance.** The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or

aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$500,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with limits of liability of not less than \$1,000,000.00 per claim.
- E. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford, all the County of Wexford's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof and shall be considered to be primary coverage to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- F. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Wexford County Administrator, 437 E. Division St., Cadillac, MI 49601".
- G. Proof of Insurance - The Contractor shall provide to the County of Wexford at the time that the copies of this Agreement are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- H. Continuation of Coverage - If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the Wexford County Administrator at least ten (10) days prior to the expiration date.

**12. Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. The County and Contractor mutually agree that the venue for the bringing and maintaining of any action in law or in equity that arises out of this Agreement shall be established in accordance with statutes and Court Rules of the State of Michigan. In the event an action is brought in federal court, the County and Contractor agree that the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**13. Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**14. Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**15. Assignment or Subcontracting.** During times of illness, vacation, or leaves of absence for other reasons, the Contractor shall, subject to the approval of the Department's Director, assign through subcontracts licensed veterinarians to provide services required under this Agreement. The Contractor shall be responsible for the acts, omissions or errors of such veterinarians in their performance of services required under this Agreement. The Contractor shall also be solely responsible for payment of any compensation to be received by such veterinarians. The Contractor, except as otherwise provided in this section, shall not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement.

**16. Purpose of Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**17. Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**18. Agreement Period and Termination.** The term of this Agreement shall commence on the 1<sup>st</sup> day of January, 2026, and shall continue to the 31<sup>st</sup> day of December, 2027, at which time it shall terminate unless extended by written mutual agreement by the Parties.

Notwithstanding any other provision in this Agreement to the contrary, either of the Parties to this Agreement may terminate this Agreement upon thirty (30) days prior written notification to the other Party.

**19. Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, it shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

**20. Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF WEXFORD**

**CONTRACTOR**

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

By: \_\_\_\_\_  
Allen Meyer, DVM

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

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

By: \_\_\_\_\_  
Alaina Nyman, County Clerk

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

2026-2027 Wexford County Spay/Neuter Prices

Canine Castration:	Surgery Cost	Rabies	Total Cost
0-50 lb	\$163	\$16	\$179
51-75 lb	\$189	\$16	\$205
76-100 lb	\$236	\$16	\$252
Over 100 lb	\$260	\$16	\$276
Cryptorchid	\$322	\$16	\$338
Canine Spay	Surgery Cost	Rabies	Total Cost
0-50 lb	\$196	\$16	\$212
51-75 lb	\$220	\$16	\$236
76-100 lb	\$236	\$16	\$252
Over 100 lb	\$283	\$16	\$299
Pregnant / Heat (add'l)	\$85		
Feline Castration	\$91	\$16	\$107
Feline Castration – Cryptorchid	\$180	\$16	\$196
Feline Spay	\$160	\$16	\$176
Feline Spay – Pregnant (add'l)	\$65		

2026-2027 Wexford County Exam / Other Services Fee Schedule

Office Call/Physical Exam	\$47
Euth For Dogs	\$27 (\$45 for large dogs)
Euth For Cats	\$15
Parvo Test	\$37
Giardia Test	\$42
Fecal Exams	\$21
4DX	\$23
FeLeuk/FIV Combo Tests	\$37
Rabies Vaccs	\$16
Xray	\$53
Urinalysis	\$26
Ear smear	\$26