

BOARD OF COMMISSIONERS MEETING

Ty Wessell, Chairman

NOTICE OF MEETING

The **Regular Session** of the Leelanau County Board of Commissioners will be held on **Tuesday, March 19, 2024**, at **7:00 p.m.**, in the **Commissioner Meeting Room**, Leelanau County Government Center, Suttons Bay, Michigan.

A live streaming of this meeting will be available for viewing via the following link –

https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to clerk@leelanau.gov

(Please silence any unnecessary cellular/electronic devices)

(Proceedings of the meeting are being recorded and are not the official record of the meeting; the formally approved/accepted written copy of the minutes will be the official record of the meeting.)

CALL TO ORDER**PLEDGE OF ALLEGIANCE****MOMENT OF SILENCE/PRIVATE PRAYER****ROLL CALL****APPROVAL OF BOARD MINUTES****APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS****COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS**

- Administrator Update

PUBLIC COMMENT (3 Minutes-Agenda specific)**COMMISSIONER COMMENTS****CONSENT AGENDA ITEMS**

1. Sheriff's Office RE: Corrections Restraint Chair MMRMA RAP Grant Submission
2. Information Technology RE:
 - a. Safety Net Contract Review
 - b. BIS Audio Upgrade for BOC Meeting Room
3. Emergency Management/911 RE:
 - a. Leelanau County 911 Advisory Board By-Laws
 - b. Leelanau Township Tower Discussion
4. Senior Services RE: RFP For 2024 Contract for In-Home Services
5. Dam Authority RE: Request for Scope of Work from Machin Engineering for Hydraulic upgrades
6. Administration RE: 2% Grant Contract Approval
7. MLI Administrator Search Process/Agreement

ACTION ITEMS

8. Leelanau County Road Commission RE: Road Millage approval **Resolution*** (7-0 Vote)
9. Benzie-Leelanau District Health Department RE: Early Childhood Millage **Resolution*** (7-0 Vote)
10. Sheriff's Office RE: Sheriff's Employee Recruit/Sponsorship Grant Program (6-1 Vote)
11. Emergency Management/911 Service Plan **Resolution*** (7-0 Vote)
12. Approval of Attorney Client Privilege RE: BATA Litigation Response Approval (6-1 Vote)
13. Treasurer RE: Land Bank RE: **Resolution** #24-002 Amendment to Fund Number*
14. Planning RE:
 - a. Solid Waste RE: EGLE Scrap Tire Clean Up Grant
 - b. Parks & Recreation RE: Savin Lake Services for weed control at Veronica Valley Park
 - c. **Late Addition:** Park & Recreation RE: Request to Submit RAP Grant for Playground Chips (Request by Commissioner Ross)

15. Maintenance RE:
 - a. Building and Grounds Recommendation RE: Apex Engineering Quote for SOW Façade Repairs
 - b. Parks & Recreation RE: Staffing Request
16. Policy No. 1.02 RE: Accessing Corporate Council *(per Commissioner Ross)*
17. **Late Addition:** *Intergovernmental Agreement with Leelanau Township for Tower Construction*

REVIEW OF FINANCIALS

COMMITTEE REPORTS, RECOMMENDATIONS, AND RESOLUTIONS

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

PUBLIC COMMENT *(5 Minutes)*

COMMISSIONER COMMENTS

APPROVAL OF FINANCIALS:

- Amendments & Transfers
- Claims and Accounts
- Post Audit

ADJOURNMENT

EXECUTIVE DOCUMENT SUMMARY

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Department: _____ Contact Person: _____ Telephone Number: _____ | Submittal Dates |
| | <input type="checkbox"/> Select Meeting Type: _____ Date of Meeting: _____ |
| Financial/Source Selection Method | |
| <input type="checkbox"/> Select One: _____ <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | Vendor: _____ Address/ Phone: _____ |
| Budgeted Amount: _____ Contracted Amount: _____ | |
| Document Description | |
| <input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization | |
| <p>Suggested Recommendation:</p> | |

Department Approval: _____ Date: _____

PROPOSAL FOR IN-HOME SENIOR CARE SERVICES

REQUEST FOR PROPOSALS LCAO-RFP-2024-____



**Proposals Due
May 1, 2024**

SUBMIT PROPOSALS TO:

**COUNTY OF LEELANAU
ADMINISTRATOR'S OFFICE
8527 E. GOVERNMENT CENTER DR., SUITE #101
SUTTONS BAY, MICHIGAN 49682**

PHONE (231) 256-9711

FAX (231) 256-0120

TABLE OF CONTENTS

| Article | Page |
|----------------------------------------------------------------------------------|-------------|
| ARTICLE I. INTRODUCTION..... | 1 |
| Section 1.1 Purpose | 1 |
| Section 1.2 Background | 1 |
| Section 1.3 Qualifications & Experiences | 1 |
| Section 1.4 Period of Performance..... | 1 |
| ARTICLE II. GENERAL INFORMATION FOR CONTRACTORS | 1 |
| Section 2.1 Point of Contact | 1 |
| Section 2.2 Estimated Schedule of Procurement Activities | 2 |
| Section 2.3 Submission of Proposals | 2 |
| Section 2.4 Proprietary Information and Public Disclosure | 3 |
| Section 2.5 Revisions to the RFP..... | 3 |
| Section 2.6 Responsiveness | 3 |
| Section 2.7 Most Favorable Terms | 3 |
| Section 2.8 Costs of Proposal | 4 |
| Section 2.9 No Obligation Contract | 4 |
| Section 2.10 Rejection of Proposals and Reservation of Right to Negotiate | 4 |
| Section 2.11 Failure to Comply..... | 4 |
| Section 2.12 Commitment to Funds..... | 4 |
| Section 2.13 Signatures | 4 |
| Section 2.14 Prime Contractor Responsibilities | 4 |
| Section 2.15 Failure to Perform..... | 4 |
| Section 2.16 Non-Collusion Clause | 5 |
| Section 2.17 Withdrawal | 5 |
| Section 2.18 No RFP Response | 5 |
| ARTICLE III. PROPOSAL CONTENT | 5 |
| Section 3.1 Proposal Submission | 5 |
| Section 3.2 Cost Proposal | 6 |
| Section 3.3 Identification of Anticipated and/or Potential Project Problems..... | 6 |
| Section 3.4 Acceptance of Conditions | 6 |
| ARTICLE IV. CONTRACTUAL TERMS AND CONDITIONS..... | 6 |
| Section 4.1 Nondiscrimination Clause | 6 |
| Section 4.2 Indemnification and Hold Harmless | 7 |
| Section 4.3 Contractor Insurance Requirements | 7 |

| | | |
|-------------|-----------------------------------------------------------------|----|
| Section 4.4 | Applicable Law and Venue | 7 |
| Section 4.5 | Compliance with the Law..... | 8 |
| Section 4.6 | Assignments | 8 |
| Section 4.7 | Independent Contractor | 8 |
| Section 4.8 | Iran Linked Business..... | 8 |
| ARTICLE V. | EVALUATION AND CONTRACT AWARD | 8 |
| Section 5.1 | Evaluation Procedure..... | 8 |
| EXHIBIT A | SCOPE OF WORK | 10 |
| EXHIBIT B | CERTIFICATIONS AND ASSURANCES | 15 |
| EXHIBIT C | CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM..... | 17 |
| EXHIBIT D | CHECKLIST FOR RESPONSIVENESS | 18 |
| EXHIBIT E | LEELANAU COUNTY BOARD POLICY..... | 19 |

LEELANAU COUNTY REQUEST FOR PROPOSALS

The County of Leelanau (hereinafter referred to as the “County”) is seeking proposals from interested, experienced, and qualified individuals and firms (hereinafter referred to as “Respondents”) for the purpose of providing in-house Senior respite, personal care, medication management, homemaker, foot care services and transportation to medical appointments, and mobile medical alert system services for eligible senior citizens in the County.

I. INTRODUCTION

1.1 Purpose

The County is requesting proposals from qualified trained professional service providers to provide respite, personal care, medication management, homemaking, foot care services, transportation to medical appointments and mobile medical alert system services to eligible senior citizens throughout Leelanau County.

1.2 Background

The Leelanau County covers an area of approximately 341 square miles with its County seat located in the Township of Suttons Bay. The County operates a Senior Services Department, that provides respite and personal services to its eligible senior residents in area.

1.3 Qualifications & Experience

Proposer’s Personnel:

The awarded vendor shall provide only full time, qualified and trained personnel to perform the work that is subject to this contract.

Proposer’s Work Experience and References:

Proposers must have been in a business performing the work outlined in these specifications for a minimum of three (3) years.

1.4 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of and execution of a contract. The County wishes to enter into a 2-year contract term, with an option for two automatic one-year renewals beginning June 1, 2024. The contract will include options to cancel in the event of fault or no fault.

II. GENERAL INFORMATION FOR SUBMISSIONS

2.1 Point of Contact

The County Administrator is the sole point of contact regarding this RFP. All communication between prospective proposers, Respondents, and the County upon receipt of this RFP shall be as follows:

COUNTY ADMINISTRATOR
ADMINISTRATOR’S OFFICE
8527 E. GOVERNMENT CENTER DR., SUITE #101
SUTTONS BAY, MICHIGAN 49682
PHONE (231) 256-9711 and FAX (231) 256-0120
dallen@leelanau.gov

In preparing proposals, prospective proposers and Respondents are to rely only upon the contents of this RFP, accompanying documents, and any written statements issued by the County. Any other communication will be considered unofficial and non-binding on the County. **THE COUNTY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** If a prospective proposer or Respondent find a discrepancy, error, or omission in the RFP, or require any written addendum thereto, the prospective proposer or Respondent is requested to notify the County Administrator in writing, so that written clarification may be sent to all prospective proposers and Respondents. Communication directed to parties other than the County Administrator may result in disqualification of the prospective proposer or Respondent.

2.2 Estimated Schedule of Procurement Activities

The County anticipates the following procurement schedule:

| | | |
|--------------------------------------------|----------------|-----------|
| RFP Released | March 22, 2024 | |
| Questions Due to Administrator | April 8, 2024 | 5:00 p.m. |
| Administrator Responses to Questions | April 15, 2024 | |
| Intent to Bid | April 17, 2024 | |
| Proposals Due | May 1, 2024 | 3:00 p.m. |
| Notice of Award | May 22, 2024 | |
| Commence Work | June 1, 2024 | |

2.3 Submission of Proposals

Respondents are required to submit three (3) copies of their proposal. One (1) copy must have original signatures and the other copies can have photocopied signatures. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume. The proposal, whether mailed or hand delivered, must arrive at the County Administrator’s Office no later than 3:00 p.m., local time, on May 1, 2024.

The proposal is to be sent to the County Administrator’s Office at the address noted in Section 2.1, above. The envelope submitted should be clearly marked “**Leelanau County Administrator’s Office: In-Home Senior Care Services**” and addressed to the attention of the County Administrator.

Respondents who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the County. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service.

Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the County and will not be returned. The opening and reading of a proposal does not constitute the County's acceptance of the Respondent as a responsive and responsible Respondent.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of service and project approach and information specifically required by this RFP is discouraged. Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms set forth herein and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained in the RFP.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this RFP shall become the property of the County. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by Michigan statute (MCL 15.243(i)), the Freedom of Information Act.

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers and Respondents known to the County. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers. All such changes or addenda shall become part of the contract and all prospective proposers and Respondents shall be bound by such changes and addenda. The County reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Responsiveness

All proposals will be reviewed by the County to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The County also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.7 Most Favorable Terms

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Respondent can propose. The County does reserve the right to contact a Respondent for clarification of its proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

2.8 Costs of Proposal

The County will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.9 No Obligation Contract

This RFP does not obligate the County to award a contract for services specified herein.

2.10 Rejection of Proposals and Reservation of Right to Negotiate

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right to waive any informalities or irregularities in proposals, and/or negotiate separately the terms and conditions of all or any part of the proposals as deemed to be in the County's best interests at its sole discretion even though not the lowest cost. No proposal shall be accepted from any party who is in default on the payment of taxes or other liability due the Treasurer.

2.11 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.12 Commitment of Funds

No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.13 Signatures

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

2.14 Prime Contractor Responsibilities

The Respondent, whose proposal is accepted by the County, will be required to assume responsibility for all services offered in the proposal regardless of whether or not they possess them within their organization or will be provided by a subcontractor. Furthermore, the County will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.15 Failure to Perform

For failure to deliver or perform in accord with the accepted bid, the County may consider the Respondent in default and take steps to protect the County's interest. The County may, if applicable and without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.

2.16 Non-Collusion Clause

By signing and submitting this bid, the Respondent states that Respondent's proposal is genuine and not collusive or sham; such Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

2.17 Withdrawal

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

2.18 No RFP Response

Respondents who receive this RFP by invitation, but who do not submit a proposal, are requested to return a notice stating the reason(s) for not responding.

III. PROPOSAL CONTENT**3.1 Proposal Submission**

Responses to this RFP must include the following:

Proposer shall provide a minimum of three (3) customer references.

A statement of your company's proposed handling of the project's Scope of Services as provided in Exhibit A and incorporated herein by reference.

Documentation demonstrating three (3) years of experience in the type of work outlined in the Scope of Services.

A current resume for all persons who would be working on the project which includes a description of qualifications, skills and current availability. It should also demonstrate each person's role in the project. At minimum, resumes for the project manager must be included.

Proposers shall provide a completed Certificate of Experience with their proposal. See Attachment "B", Certificate of Experience.

Proposer shall describe the proposed strategy and/or plan for achieving the objectives of the RFP. Proposer may utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the scope of services.

If the Respondent has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either

(a) not litigated due to inaction on the part of the Respondent, or (b) litigated and such litigation determined that the Respondent was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five (5) years, so indicate.

3.2 Cost Proposal

The evaluation process is designed to award this contract not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP.

Identify all costs including expenses to be charged for performing the Services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

Costs for subcontractors are to be broken out separately.

3.3 Identification of Anticipated and/or, Potential Project Problems

Use this section of the proposal to identify and describe any anticipated and/or potential project problems, the Respondent's approach to resolving these problems, and any special assistance that will be requested from the County.

3.4 Acceptance of Conditions

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

IV. CONTRACTUAL TERMS AND CONDITIONS

Any contract arising out of this RFP shall contain provisions that include, but will not be limited to, the following:

4.1 Nondiscrimination Clause

The Respondent who is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, gender identity, gender expression, national origin, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age 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 following:

- 4.1.1** The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- 4.1.2** The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- 4.1.3** Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under.
- 4.1.4** The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

4.2 Indemnification and Hold Harmless

The Respondent who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Leelanau and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Leelanau and its elected and appointed officers, employees, servants and agents may incur as a result of any violations of federal or State of Michigan laws, codes, rules or regulations, willful or wanton misconduct, or negligent acts or omissions of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

4.3 Contractor Insurance Requirements

The Respondent who is selected as the Contractor shall, at all times during the term of this Agreement, maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy shall be attached to this Agreement labeled as an Exhibit. The attached Exhibit will be incorporated by reference into this Agreement and shall be made a part thereof. (See Exhibit D).

4.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be subject to and construed according to the laws of the State of Michigan. The County and the Respondent who is selected as the Contractor agree that the venue for any legal or equity action under this agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event that any action is brought under any agreement resulting

from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

4.5 Compliance with the Law

The Respondent who is selected as the Contractor shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

4.6 Assignments

The Respondent who is selected as the Contractor shall not assign the award of the contract or any payment without the prior written approval of the County.

4.7 Independent Contractor

The Respondent who is selected as the Contractor shall be an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

4.8 Iran Linked Business

The Respondent who is selected as Contractor shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

V. EVALUATION AND CONTRACT AWARD

5.1 Evaluation Procedure

This document is an RFP. As a result of this RFP, the County expects to receive and evaluate proposals and select a qualified service provider. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications,

experience, timeliness and what is determined by the County to be the best solution for the County. The County may also consider the past performance of the Respondent on other contracts with the County or other entities.

The County may select a limited number of Respondents with whom to schedule interviews.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by the County to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive. The County reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

EXHIBIT A
SCOPE OF WORK
FOR
RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKING, FOOT CARE
SERVICES, TRANSPORTATION TO MEDICAL APPOINTMENTS, AND
MOBILE MEDICAL ALERT SYSTEM.

Description of Required Services

The contracting agency shall provide qualified, trained personnel who offer eligible Leelanau County seniors respite care, personal care, medication management, homemaking, foot care services, transportation to medical appointments, and personal alert/emergency response systems.

Service Eligibility Determination

1. The client must be sixty (60) or older.
2. The client must be a Leelanau County resident with permanent, temporary, or transitional residential status.
3. To be eligible for in-home services, a person must meet program eligibility through Leelanau County Senior Services.
4. To be eligible for foot care services, Leelanau Country Senior Services must refer the client. Clients must purchase a foot care voucher before their scheduled appointment. The voucher serves as a referral.
5. Also, client risk for untoward outcomes related to in-home services may include living alone and physical conditions.
 - A. If this program limits new client enrollment, pre-screening scores may be used to prioritize clients.
 - B. Priority may be given to seniors with the highest functional, social, and economic needs and who are deemed frail and/or at risk.

Services

The services to be provided shall include the following:

1. Respite Care

The contracting agency shall provide family caregivers of eligible Leelanau County seniors with respite care for their loved ones for caregiver relief.

- A. This service can be scheduled as needed to allow family caregivers time to run errands, go shopping, or rest.
- B. Respite Care may require personal care or transportation to involve seniors with their community (attend Wellness programs, congregate meals, or other social events).

2. Personal Care Services

The contracting agency shall provide qualified, trained personnel to provide eligible Leelanau County seniors with personal care. The individual care services shall include, but not limited to:

- A. Bathing, Grooming and Hygiene
 - i. The contracting agency shall help eligible Leelanau County seniors with bathing, grooming, and hygiene. These services enhance the seniors' mental and physical well-being, supporting them to feel positive about their appearance.
- B. Transferring and Positioning
 - i. The contracting agency shall provide Leelanau County seniors with trained caregivers to assist with moving a senior from one surface to another. Using correct transferring and positioning techniques helps promote proper posture, aids in healthy skin, reduces the weakening and stiffening of muscles, and encourages proper breathing, digestion, and elimination.
- C. Toileting and Incontinence Care
 - i. The contracting agency shall compassionately and sensitively care for eligible Leelanau County seniors, helping them maintain dignity and self-esteem as they receive help with activities of daily living related to incontinence and toileting assistance.

D. Feeding and Special Diet

- i. The contracting agency shall assist eligible Leelanau County seniors with feeding assistance and help maintain special diets. The agency shall make the mealtime enjoyable social experience, using adaptive equipment as needed. In addition, the agency shall help seniors stay on prescribed diets to prevent or control various medical conditions (i.e., heart disease, diabetes). The agency should encourage seniors to eat a well-balanced diet that provides the energy needed for active living and disease prevention and promotes healthy skin and healing.

3. Medication Management Services

The contracting agency shall provide qualified, trained personnel for eligible Leelanau County seniors with medication management services. The medication management services shall include but are not limited to the following:

- A. Demand strict adherence to the physician-prescribed medication regimen to avoid severe consequences.
- B. Maintain a confidential client file with nurses' notes and medication charts.
- C. Directly assist clients in managing prescription(s) as prescribed by a physician, OTC (over-the-counter) medication, and nutritional supplements.
- D. The contractor will perform the set-up of medications, give instructions to clients, and maintain compliance.
- E. The client and contractor will determine the schedule. In certain situations, schedules for visits may be impacted by input from the Client's primary health care provider (e.g., M.D., D.O., P.A.C.)
- F. Clients have the option, when appropriate, to purchase services at a determined rate.
- G. The contractor will notify Leelanau County Senior Services immediately if unable to continue to provide the services.

4. Homemaker Services

The contracting agency shall provide qualified, trained personnel to provide eligible Leelanau County seniors with homemaker services. The primary function of a **HOMEMAKER** is to perform in-door light house cleaning tasks independently at various homes in Leelanau County within established policies and procedures. Manual labor for these tasks is required. The work schedule should be as consistent as possible, but medical appointments may come up for seniors.

- A. PRIMARY HOME MAKER DUTIES AND RESPONSIBILITIES (may include but are not limited to the following):
 - i. Dust, vacuum, sweep, and mop floors.
 - ii. Makes beds and shakes out small rugs.
 - iii. Washes dishes, wipes kitchen counters, cleans sinks, refrigerator, stove, and cupboards.
 - iv. Cleans bathroom (tub, sink, toilet, shower).
 - v. Washes laundry provided washer/dryer are in the home.
 - vi. Washes inside “reachable” windows.
 - B. HOME MAKERS shall not do heavy lifting, work on ladders, or climb.
5. Foot Care Services

The contracting agency shall provide qualified, trained personnel for foot care services to eligible Leelanau County seniors.

- A. Qualified personnel to provide foot care to individuals attending the area clinics at various locations throughout Leelanau County.
 - B. Clients bring wash basins to soak their feet in. Feet are soaked for roughly 10 minutes. The qualified personnel dry the feet, inspect them, and evaluate them to determine if any trouble areas of the feet need to be addressed by a podiatrist.
 - C. Qualified personnel trim toenails with clippers, use orange sticks to remove extra epithelial tissue, and file each nail with file/emery board. Pumice stone is also utilized on the heels and the bottoms of the feet to exfoliate and remove dead skin cells.
 - D. Once the feet and toenails have been examined and treated by the agency’s qualified personnel, the lotion is applied; assistance with replacing shoes and socks is done to complete the process.
6. Transportation to Medical Appointments

The contracting agency shall provide qualified, trained personnel and certified, licensed, and insured drivers to provide eligible Leelanau County seniors with transportation services to and from doctors, therapy, and other medical-related appointments. The drivers shall provide seniors transported with any assistance they may require to get in and out of the vehicle.

7. Mobile Medical Alert System/Personal Emergency Response System

Equipment provided shall include shower-safe emergency response pendants and work anywhere in the U.S. where cell service is available. The contracting agency shall maintain the system, providing ongoing maintenance.

Reporting

The Contracting agency will submit a monthly financial statement. The financial statement shall include the total cost for the month, the client's name, address, date of service, service units, and times of service. In addition, the statement shall include a year-to-date balance of units of service and cost.

Unit of Service

- A. Personal Care: One (1) service unit shall equal one (1) hour performing personal care services.
- B. Medication Management: One (1) service unit shall equal fifteen (15) minutes performing Medication Management services.
- C. Respite Care: One (1) service unit shall equal one (1) hour performing Respite Care services.
- D. Homemaker: One (1) service unit shall equal one (1) hour of homemaking services.
- E. Foot Care Services: One (1) service unit shall equal one (1) visit providing foot care services. Each unit of service per eligible senior shall be performed as needed.
- F. Transportation: One (1) service unit shall equal one (1) hour of transportation services. Each unit of service per eligible senior shall be performed as needed.
- G. Mobile Medical Alert System: One (1) service unit shall equal one (1) pendant and associated equipment and services. Each unit of service per eligible senior shall be on an ongoing basis until terminated by LCSS.

EXHIBIT B
CERTIFICATIONS AND ASSURANCES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.
FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

Firm Name:

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by the County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the County will reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.
9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

Signature

Date

Title

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM

(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

EXHIBIT D
CHECKLIST FOR RESPONSIVENESS

_____ Proposal was submitted on or before 3:00 p.m., local time, on _____, 20__.

_____ Required number of proposal copies were submitted.

_____ Proposal was formatted into eight major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.

_____ Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

_____ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

_____ Three (3) references from three (3) previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

(Name of Company)

By: _____

Date: _____

Title: _____

EXHIBIT E
LEELANAU COUNTY BOARD POLICY

| | | | |
|-------------------|--------------------------------------------------|------------|------------|
| GENERAL SUBJECT: | Administration/General (County Administrator) | Policy No. | 13 |
| SPECIFIC SUBJECT: | Insurance Requirements Policy | Adopted: | 04/17/1990 |
| | | Revised: | 02/15/1994 |
| | | Revised: | 05/21/2013 |
| | | Revised: | 12/19/2017 |

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.
2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County

shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

EXECUTIVE DOCUMENT SUMMARY

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u> | Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u> |
| Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Resolution</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | Vendor: <u>Leelanau County Road Commission</u> Address/ Phone: _____ Description: <u>Millage Request</u> |

| | |
|------------------------|--------------------------|
| Budgeted Amount: _____ | Contracted Amount: _____ |
|------------------------|--------------------------|

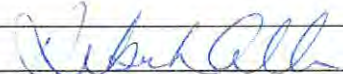
Document Description

Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

Based on the proposed Leelanau County Resolution drafted by the Leelanau County Road Commission attached, please consider approval of the Leelanau County Road Commission request for a Roads and Highways Maintenance and Repair Millage Renewal proposal to be placed on the August 2024 Primary Ballot, to specifically state a "the same millage level previously approved by the voters every two years since 1986, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Leelanau, Michigan, be renewed at 0.50000 mill (\$0.50000 per \$1,000 of Taxable Value) for a period of two (2) years (2024 - 2025) inclusive.

If approved and levied in full, this millage will raise an estimated \$1,804,601 for road and highway maintenance and repair general operating expenses in the first calendar year of the levy based on taxable value.

Suggested Recommendation:
 I move to recommend that the County Board of Commissioners approve the Leelanau County Resolution drafted by the Leelanau County Road Commission, to approve the Leelanau County Road Commission request for a Roads and Highways Maintenance and Repair Millage Renewal proposal to be placed on the August 2024 Primary Ballot, as presented.

Department Approval: 
 Date: 3-7-2024

**Leelanau County
Resolution No. 2024-#_____**

WHEREAS, the Leelanau County Road Commission has requested a Roads and Highways Maintenance and Repair Millage Renewal proposal be placed on the August 2024 Primary Ballot; and

WHEREAS, Leelanau County has maintained financing for countywide roads and highways maintenance and repairs for the benefit of the citizens of the county during prior years; and

WHEREAS, millage funds were approved by the electorate for countywide roads and highways maintenance and repairs every two (2) years since 1986; and

THEREFORE BE IT RESOLVED that the following question be submitted to a vote of the electorate in the general election to be held on August 6, 2024:

**Roads and Highways Maintenance and
Repair Millage Renewal Proposal**

For the sole purpose of funding general operating expenses to be incurred in maintenance and repair of roads and highways within the County of Leelanau, at the same millage level previously approved by the voters every two years since 1986, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Leelanau, Michigan, be renewed at 0.5000 mill (\$0.5000 per \$1,000 of Taxable Value) for a period of two (2) years (2024-2025) inclusive?

If approved and levied in full, this millage will raise an estimated \$1,804,601 for road and highway maintenance and repair general operating expenses in the first calendar year of the levy based on taxable value. In accordance with State law, the millage will be disbursed to the Leelanau County Road Commission, and the Villages of Empire, Northport, and Suttons Bay.

YES

NO

BE IT FURTHER RESOLVED, that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to cause the proposed to be stated on the August 6, 2024 ballot and to be prepared and distributed in the manner required by law.

_____, Chairperson
Leelanau County Board of
Commissioners

Michelle L. Crocker, Clerk
Leelanau County

Dated: _____

Leelanau County
Resolution No. 2024-#_____

RESOLUTION AUTHORIZING MILLAGE ELECTION FOR LEELANAU COUNTY
EARLY CHILDHOOD SERVICES MILLAGE
RENEWAL AND RESTORATION PROPOSAL
AND CERTIFYING BALLOT LANGUAGE

WHEREAS, the Michigan Public Health Code (MCL 333.1101 *et seq.*) and the Michigan Mental Health Code (MCL 330.1001 *et seq.*) authorize the County of Leelanau to establish and fund programs that promote health, vision, dental, mental and emotional health and related programs, including such programs for children; and

WHEREAS, the Board of Commissioners for the County of Leelanau has been advised that there is a need for additional programs and services for early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County; and

WHEREAS, in 2019, the voters of Leelanau County approved the Early Childhood Services Millage at the rate of up to .2530 mills, which has been constitutionally reduced to .2458 mills in 2023; and

WHEREAS, the Board of Commissioners for the County of Leelanau seeks to have the voters of the County determine whether or not they desire to continue to raise funds for the purpose of funding the development, implementation, coordination, and monitoring of early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County, by renewing an ad valorem property tax levy at the reduced rate of .2458 mills, and restoration of the .0072 mills reduction, for a total rate of up to .2530 of one (1) mill, for a period of five (5) years, 2025 through 2029, inclusive.

NOW, THEREFORE, BE IT RESOLVED that the following proposal be submitted to the qualified voters of the County of Leelanau at the Primary Election to be held in the County on Tuesday, August 6, 2024:

EARLY CHILDHOOD SERVICES
MILLAGE PROPOSAL

For the purpose of funding the development, implementation, coordination, and monitoring of early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County, shall the tax limitation on general ad valorem taxes within the County of Leelanau imposed under Article IX, Sec. 6 of the Michigan Constitution be renewed at the constitutionally reduced rate of up to .2458 mills, and the reduction of .0072 mills be restored, for a total authorized rate of up to .2530 mills (\$0.2530 per \$1,000 of Taxable Value) for a period of five (5) years, 2025 through 2029, inclusive?

If approved and levied in full, this millage will raise an estimated \$913,128.00 for early childhood services in the first calendar year of the levy based on taxable

value. A portion of the millage may be disbursed pursuant to a contract to the Benzie/Leelanau District Health Department; and, as required by State law, a small portion of the millage may be captured by the Leelanau County Brownfield Authority.

YES

NO

BE IT FURTHER RESOLVED that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED that all Public Officials of the County of Leelanau, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, are directed to perform all acts which shall be necessary to be performed in order to submit the above stated proposition to the duly qualified voters of the County at the Primary Election to be held in the County on Tuesday, August 6, 2024.

Ayes

Nays

Absent

Ty Wessell, Chairman
Leelanau County Board of
Commissioners

Michelle L. Crocker, Clerk
Leelanau County

Dated: _____

EXECUTIVE DOCUMENT SUMMARY

| Department: <u>Sheriff's Office</u> Contact Person: <u>Undersheriff J. Kiessel</u> Telephone Number: <u>231-256-8602</u> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Submittal Dates</th> </tr> <tr> <td> <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u> </td> </tr> </table> | Submittal Dates | <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Submittal Dates | | | |
| <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u> | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Board Update / Approval</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table> | Financial/Source Selection Method | <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Board Update / Approval</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | Vendor: _____ Address/ Phone: _____ Description: <u>Grant Application</u> |
| Financial/Source Selection Method | | | |
| <input type="checkbox"/> Select One: <u>Select One</u> <input checked="" type="checkbox"/> Other: <u>Board Update / Approval</u> <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | | | |

| | |
|------------------------|--------------------------|
| Budgeted Amount: _____ | Contracted Amount: _____ |
|------------------------|--------------------------|

Document Description

| | | |
|----------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> Request to Waive Board Policy on Bid Requirements | <input type="checkbox"/> Financial Review Completed | <input checked="" type="checkbox"/> Department Head/Elected Official Authorization |
| See attached narrative | | |

Suggested Recommendation:

I move to recommend that the County Board of Commissioners allow the Sheriff's Office to develop and implement a Sponsored Employed Recruit Program in conjunction with the Human Resources Director and Northwestern Community College to sponsor and employ individuals for Law Enforcement employment.

Executive Document Summary Narrative

The Leelanau County Sheriff's Office would like to develop and implement a Sponsored Employed Recruit program. This program, if approved, would allow the Sheriff's Office to sponsor an individual to attend an approved Michigan Commission on Law Enforcement Standards (MCOLES) basic police academy with the intent that upon successful completion of the academy the employee would be sworn in as a full-time licensed law enforcement deputy.

As we are all aware, the Sheriff's Office is struggling to find qualified persons to hire to fill law enforcement positions. This phenomena is not unique to Leelanau County, it is an issue nationally. This program, if adopted, would allow the Sheriff's Office to apply for grants through MCOLES and in cooperation with Northwestern Michigan College that would help cover the costs of training and educating new recruits for licensing as a police officer with Leelanau County.

The grant for each individual trained would be for \$24,000.00. We have been advised that this money is prepaid by the state and will not have to be fronted by the County. This money can be used to cover all costs associated with the academy to include tuition, books, and uniforms. Those current costs for NMC in 2024 are approximately \$9557.00. The remaining \$14,443.00 can be used to cover the costs of wages, benefits, and travel. These employee costs are expected to exceed the remaining amount but not excessively. The starting rate for these sponsored employed recruits has been determined to be \$22.38 an hour. This amount was determined to be less than a regular starting employee but yet high enough to attract candidates and yet be competitive with other agencies seeking the same individuals.

The only benefits provided by the County during the duration of the academy would be workman's compensation protections as afforded by law. Based on preliminary calculations those costs are expected to be a dollar or less an hour. The sponsored employed recruit will be paid the hourly wage for eighty hours a pay period, no overtime. Total time compensated will be for 16 weeks or 640 hours. It is already known that the actual hours of study for the academy is in excess of 800 hours. No other benefits will be afforded to this employee until they graduate successfully from the academy. This pay rate and benefits package has been verbally discussed with the appropriate unions and Letters of Understanding are expected and forthcoming.

If the sponsored employed recruit fails the academy or later does complete the necessary training requirements of the field training program, the county is obligated to repay the unused the grant monies. If the sponsored employed recruit, upon being sworn in as a licensed police officer, voluntarily leaves the employment of the county within four (4) years to take another job as a licensed police officer for another agency, then that employee is obligated to repay the county all costs associated with their training on a pro-rated basis as provided by law.

These sponsored employed recruit positions would never be offered or filled by the Sheriff if an existing opening did not already exist and fall within existing staffing levels as approved by the BOC. Some exceptions may appear randomly because academy classes are only offered twice a year, August and January, but all those exceptions would be brought to the Board for approval should they require any overlap of employees.

Leelanau County Resolution No. 2024-XXX E911 Service Plan Adoption Resolution

WHEREAS, Leelanau County had established an Emergency 911 (E911) Service District pursuant to the Emergency Telephone Service Enabling Act, PA 32 of 1986, as amended; and

WHEREAS, as 911 system requirements increase and technology evolves, the Leelanau County Board of Commissioners still maintain the importance and benefit of providing access to an Emergency 911 System in this community; and

WHEREAS, Leelanau County wishes to open, update and amend the Leelanau County E911 Service Plan to appropriately and accurately reflect the existing and future technical, operational, managerial, and fiscal considerations of Leelanau County's E911 Service District, within the confines of, and in compliance with the processes and requirements established in PA 32 of 1986 as amended; and

WHEREAS, the Public Hearing for the E911 Service Plan will be held at the Emergency Operations Center of the Leelanau County Law Enforcement Center on Thursday, June 27th, 2024 at 8:30am.

NOW, THEREFORE, BE IT RESOLVED, that the Leelanau County Clerk will, within five (5) days of the adoption of this resolution, forward a copy of this resolution, together with a copy of the tentative E911 Service Plan, by certified mail, return receipt requested, to the Clerk or appropriate official of each public agency located within the E911 Service District; and

BE IT FURTHER RESOLVED, that the Leelanau County Clerk will give two (2) separate notices of the Public Hearing to the public and residents of Leelanau County by publication through some form of media outlet of general circulation within the County, with the first publication notice occurring no later than May 27th, 2024 which will include the date, time, and place of the Public Hearing, a description of the boundaries of the E911 Service District, and the location where an electronic or paper copy of the tentative E911 Service Plan can be obtained; and

BE IT FURTHER RESOLVED, it is anticipated that the tentative E911 Service Plan will be adopted as the final 911 Service Plan via board resolution by the Leelanau County Board of Commissioners, superseding all previous Leelanau County 911 Service Plans, after the Public Hearing has concluded on June 27th, 2024.

**INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF THE
LEELANAU TOWNSHIP COMMUNICATION TOWER PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF THE LEELANAU TOWNSHIP COMMUNICATION TOWER PROJECT (hereinafter referred to as the “Agreement”) made and entered into on this _____ day of _____ 2024, by and between the **COUNTY OF LEELANU**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”) and the **TOWNSHIP OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “Township”).

WITNESSETH:

WHEREAS, the County and Township desire to expand cellular and broadband services to citizens in Leelanau Township and have identified an ideal location for a communication tower (hereinafter referred to as the “Project”) on privately-owned land in Leelanau Township; and

WHEREAS, the County has established a partnership with Cherryland Electric Cooperative for this Project; and

WHEREAS, upon completion of the Project, the County will assume full ownership of the communication tower; and

WHEREAS, the Township wishes to contribute to the completion of this project which will benefit its citizens, and has identified finances in its operating budget for this Project; and

WHEREAS, the parties may enter this Agreement pursuant to MCL 124.501, et seq.; and

WHEREAS, the parties desire to enter in to this Agreement to memorialize the parties’ understanding of their financial obligations with regard to the use and annual maintenance of the communication tower.

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

1. **Agreement Term.** This Agreement shall go into effect, and performance thereon shall commence, on the ____ day of _____ 2024 and shall continue for twenty (20) years or until terminated by either party upon thirty (30) calendar days prior written notice before the expiration of the term. Additional terms will be subject to renegotiation between both parties.

2. **Responsibilities of the County.** The County will be responsible for project management of the Project from RFP development, publication, and administration through to final acceptance, to include but not be limited to vetting RFP vendors and their proposals, achieving and maintaining licensing from the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC), achieving necessary permits and fulfilling required applications for successful completion of the Project, engineering and construction of a new access driveway to the Project site, negotiating and managing tower lessee contracts and a land agreement contract with the property owner, and serving as the fiduciary of the Project. The County will also

be responsible for maintaining 24/7 access for tower lessees, according to their respective Tower Lease Agreements.

3. **Responsibility of the Township.** The Township will be responsible for paying to the County a capital investment of **One Hundred Thousand and NO/100 Dollars (\$100,000.00)** for the Project due at the complete execution of this Agreement.

4. **Compensation.** There is an existing tower site at the Leelanau Township Fire Department. The tower is County-owned on Township property and the County and Township share revenue from collocation rent. In the event collocation is vacated from the existing tower site and reestablished by the same vendor at the Project tower site within six (6) months of vacating the existing tower site, the County shall share with the Township one-third (1/3) of the Net Revenue (as defined below) which the County receives from said collocation agreement(s) as follows:

- A. Revenue sharing will be determined on a calendar year basis.
- B. Rental payments are paid to the County by tower lessees according to their respective Tower Lease Agreements. Only rental payments received through established Tower Lease Agreements will be applicable to revenue sharing.
- C. "Net Revenue" is determined by deducting from lease payments the following:
 - 1) Any maintenance costs incurred by the County related to the Leelanau Township Tower over the current calendar year.
 - 2) Revenue sharing paid to the landowner (lessor) of the Leelanau Township Tower according to the terms of the Land Lease Agreement.
- D. The County will pay to the Township one-third (1/3) of the Net Revenue, if any, for the twenty (20) year term of this lease.
- E. The County has no obligation to make any payments beyond the original twenty (20) year term as set forth in Section 1.

5. **Liability.**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Township in the performance of this Agreement shall be the responsibility of the Township, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Township, anyone directly or indirectly employed by the Township, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Township or its employees by statutes or court decisions.

- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Township if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Township in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Township in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Township or their employees, respectively, as provided by statute or court decisions.
- D. Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by either the County, its agencies, elected or appointed officers, and employees or the Township, and its agencies, elected or appointed officers and employees.

6. **Nondiscrimination.** The parties hereto, 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

7. **Compliance with the Law.** The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in performing their obligations pursuant to the Agreement.

8. **Venue.** This Agreement is governed by Michigan Law. Any and all suits for any breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of Michigan pursuant to applicable statutes and court rules.

9. **Warranty.** NEITHER THE COUNTY, NOR ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS OF THE LEELANAU TOWNSHIP COMMUNICATION TOWER.

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

11. **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.

12. **Assignment or Subcontracting.** The Parties to the Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement, except for the County's existing contractual relationship with Cherryland Electric Cooperative for this Project.

13. **Disregarding Titles.** The titles of the sections set for this Agreement are inserted for the convenience of reference only and shall not be disregarded when construing or interpreting any of the provisions of this Agreement.

14. **Completeness of this 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 binding any of the parties hereto.

15. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of the Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

16. **Certification of Authority to Sign Agreement.** The person 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 said parties have authorized this Agreement.

[Signature page to follow]

IN WITNESS THEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**COUNTY OF LEELANAU
BOARD OF COMMISSIONERS**

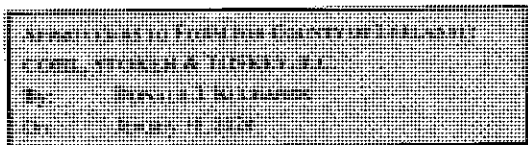
Ty Wessell, Chairperson

Date

LEELANAU TOWNSHIP

Mike McMillan, Supervisor

Date



EXECUTIVE DOCUMENT SUMMARY

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Department: <u>Finance/Accounting</u> Contact Person: <u>Catherine Hartesvelt</u> Telephone Number: <u>231-256-8112</u> | Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u> |
| Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Select One</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | Vendor: _____ Address/ Phone: _____ _____ Description: Select One |

| | |
|------------------------|--------------------------|
| Budgeted Amount: _____ | Contracted Amount: _____ |
|------------------------|--------------------------|

Document Description

Request to Waive Board Policy on Bid Requirements
 Financial Review Completed
 Department Head/Elected Official Authorization

Housekeeping:

The Resolution #24-002 passed at the January 2024 BOC, referenced making a transfer of non-program income from CDBG to Land Bank. The referenced Fund # in the Resolution should be Fund 275 - not Fund 276.

THEREFORE BE IT RESOLVED, that the Leelanau County Board of Commissioners authorizes a transfer of \$112,274.04 to the Leelanau County Land Bank to be paid for out of the NON PROGRAM INCOME CDBG FUND 276 275 for the purpose of the enhancement, development and disposition of property for attainable housing initiatives in the County

Suggested Recommendation:

I move to recommend that the County Board of Commissioners amend Resolution #24-002 to reflect CDGB Fund 275.

| | | |
|----------------------------------------------------|---------------------------------------------------------------------------------|-------------|
| Department Approval: <u>Catherine L Hartesvelt</u> | Digitally signed by Catherine L Hartesvelt Date: 2024.02.29 15:46:03 -05'00' | Date: _____ |
|----------------------------------------------------|---------------------------------------------------------------------------------|-------------|

Introduced by the County Land Bank Authority to the:

LEELANAU COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO PROVIDE THE COUNTY LAND BANK FAST TRACK AUTHORITY WITH
CAPACITY BUILDING FUNDING FOR ATTAINABLE HOUSING INITIATIVES**

RESOLUTION #24 – 002 (to amend)

WHEREAS, in 2009, the County, County Treasurer and the Michigan Land Bank Fast Track Authority entered into an agreement to establish a Leelanau County Land Bank; and

WHEREAS, the Land Bank has grown to be a significant economic development tool in Leelanau County for attainable housing and is the major public responder to the plight of property thrown into tax foreclosure; and

WHEREAS, the need exists for capacity at the Land Bank to deal with management and disposition of the Land Bank's inventory of property; and

WHEREAS, the Land Bank has significant physical assets with value to unlock and redeploy in the future, but faces property management and development challenges currently; and

WHEREAS, the funding provided by state law for Michigan Land Banks does not provide adequate resources to manage property or to apply for funds to properly enhance, develop and dispose of property; and

WHEREAS, there are non-committed CDBG Non Program Income funds available for the restricted use of attainable housing initiatives within Leelanau County.

THEREFORE BE IT RESOLVED, that the Leelanau County Board of Commissioners authorizes a transfer of \$112,274.04 to the Leelanau County Land Bank to be paid for out of the NON PROGRAM INCOME CDBG FUND 276 275 for the purpose of the enhancement, development and disposition of property for attainable housing initiatives in the County.

BE IT FURTHER RESOLVED, that the County Finance Director/Administrator is directed to make any necessary budget adjustments consistent with this resolution.

EXECUTIVE DOCUMENT SUMMARY

| Department: <u>Planning/Community Development</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>231-256-9812</u> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Submittal Dates</th> </tr> <tr> <td><input type="checkbox"/> Select Meeting Type:</td> <td><u>Executive Board</u></td> </tr> <tr> <td>Date of Meeting:</td> <td><u>03/12/2024</u></td> </tr> </table> | Submittal Dates | | <input type="checkbox"/> Select Meeting Type: | <u>Executive Board</u> | Date of Meeting: | <u>03/12/2024</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------|------------------------|------------------|-------------------|
| Submittal Dates | | | | | | | |
| <input type="checkbox"/> Select Meeting Type: | <u>Executive Board</u> | | | | | | |
| Date of Meeting: | <u>03/12/2024</u> | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Financial/Source Selection Method</th> </tr> <tr> <td> <input type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ </td> </tr> </table> | Financial/Source Selection Method | <input type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | Vendor: _____ Address/ Phone: _____ Description: Grant Acceptance | | | | |
| Financial/Source Selection Method | | | | | | | |
| <input type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | | | | | | | |
| Budgeted Amount: _____ Contracted Amount: <u>\$ 6,000.00</u> | | | | | | | |
| Document Description | | | | | | | |
| <input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization | | | | | | | |
| <p>Attached is the 2024 EGLE Scrap Tire Cleanup Grant Agreement in the amount of \$6,000.00. Leelanau County has received several of these grants over the years and the funds are used to pay for scrap tire collections, along with a per tire charge of \$2.00. The balance of the cost is taken from the Recycling Fund, Fund #230.</p> | | | | | | | |
| <p>Suggested Recommendation: I move to recommend that the County Board of Commissioners accept the Scrap Tire Cleanup Grant Agreement between Leelanau County and the MI Department of Environment, Great Lakes, and Energy (EGLE).</p> | | | | | | | |

Department Approval: Gail Myer

Date: 2/23/24



SCRAP TIRE CLEANUP GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND LEELANAU COUNTY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **Leelanau County** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0119 of 2023**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: 2024 Scrap Tire Cleanup % of grant state 100 / % of grant federal 0
Amount of grant: \$6,000.00 PROJECT TOTAL: \$6,000.00 (grant plus match)
Start Date (executed by EGLE): February 21, 2024 End Date: December 31, 2024

GRANTEE CONTACT INFORMATION:


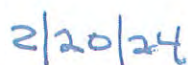
Name/Title: Ty Wessell, Grant Contact
Organization: Leelanau County
Address: 8527 East Government Center Drive
City, State, ZIP: Suttons Bay, Michigan 49682
Phone Number: 231-256-9812, Ext. 184
Fax Number: N/A
E-Mail Address: tgalla@leelanau.gov
Federal ID Number (Required for Federal Funding): N/A
Grantee DUNs/UEI Number (Required for Federal Funding): N/A
SIGMA Vendor Number: CV0035542-ERR

STATE'S CONTACT INFORMATION:


Name/Title: Kirsten Clemens, Scrap Tire Coordinator
Division/Bureau/Office: Materials Management Division (MMD), Scrap Tire Program
Address: P.O. Box 30241
City, State, ZIP: Lansing, Michigan 48909-7741
Phone Number: 517-614-7431
Fax Number:
E-Mail Address: EGLE-ScrapTire@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

| | | |
|-----------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| |  |  |
| | Ty Wessell, Chairman, Leelanau County BOC | |
| <hr/> Signature | <hr/> Name/Title | <hr/> Date |

FOR THE STATE:

| | | |
|-----------------|-------------------------------------------------------------------------------------|-------------------|
| |  | February 21, 2024 |
| | Elizabeth M. Browne, Director, MMD | |
| <hr/> Signature | <hr/> Name/Title <small>slg 02/15/24</small> | <hr/> Date |

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

| Reporting Period | Due Date |
|-------------------------|--------------------|
| October 1 – March 31 | April 30 |
| April 1 – September 30 | Before October 15* |

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering April 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by the Michigan Scrap Tire Program, EGLE, per the guidelines provided by the program.

(D) If 10 percent (10%) or more of the grant amount is expended, payment requests may be submitted.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2024 Scrap Tire Cleanup Program Grant Application.

GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$6,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE. All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.**

The State shall reimburse the Grantee the actual cost, up to \$1,500.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$3.00 per additional PTE in excess of 500 PTE, not to exceed \$3,000.00 for a full semi-trailer with over 1,000 PTE. ***It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program.*** This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

Tires generated by a business, or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e., disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.

GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128).** Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: EGLE-ScrapTire@Michigan.gov

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor) or an out of state processor if a Michigan-based process is not readily accessible. Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

UNUSABLE TIRES

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfilling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

- (A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.
- (B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.
- (C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.
- (D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.

The State shall make a determination of project completion based on all of the following:

(A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via EGLE-ScrapTire@Michigan.gov) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



2024 Pond Management Contract

Customer Name: Leelanau County Government Date: 02/27/2024

Mailing Address: 8527 E. Government Center Dr. Suite 101

City: Suttons Bay State: MI Zip Code: 49682

Pond Address: 4243 Lake Leelanau Dr.

City: Lake Leelanau State: MI Zip Code: 49653

Home Phone Number: 231-590-2295 Cell Phone Number: _____

Email Address: schristensen@leelanau.gov, DaveBarrons@Gmail.com

Type of Fish Species present: _____

Outflow from pond? No Yes-Please Describe Outflow: _____

Do you own the bottomlands of the pond? Yes No-Please Explain: _____

Please select pond dye preference Blue Black None

Please select the program option(s) and any additional services you would like us to provide:

Maintenance Programs

- Standard Pond Maintenance Program**
3 Treatments = \$2,425.00
- Premium Pond Maintenance Program**
5 Treatments = \$ 3,725.00
- Required Permit Fee (EGLE)**
= \$ 225.00

Additional Services

- Bacterial Augmentation Treatments**
3 Treatments = \$1750.00
- Systemic Emergent Plant Control**
Fall Treatment = \$575.00
- Phosphorus Mitigation Treatment**
Single 165 lb. Application = \$4,675.00
- Fountain In & Out Service**
with Overwinter Storage = \$500.00

Customer Comments _____

Price for your 2024 Pond Services: \$ _____

Other Pond Services or Comments: _____



Pond Maintenance Programs

Standard pond maintenance program

(3 Treatments)

Description: The standard pond maintenance program is a multi-treatment program to control nuisance aquatic weeds and algae. This maintenance program is recommended for ponds that are owned and used by a single homeowner or ponds that have mild productivity (plant and alga growth) and nutrient load. This maintenance program consists of the following:

- Aquatic weed control – Savin Lake Services, Inc. will conduct (3) herbicide application for the submersed plant species (e.g., pondweeds, watermilfoils, naiads, etc.), and floating plant species (e.g., Duckweed, Watermeal, etc.) that are present in the pond during the treatment.
- Algae control – Savin Lake Services will conduct (3) algaecide application to manage and control the alga growth that is present at the time of each treatment.

Treatment timing: Aquatic plant and algae control treatments will be completed once a month for the months of June, July, and August.

Standard pond maintenance program costs

\$ 2,425.00

Premium pond maintenance program

(5 Treatments)

Description: The premium pond maintenance program is a multi-treatment program to control nuisance aquatic weeds and algae. This maintenance program is recommended for campground swimming and fishing ponds, homeowners associations ponds, and pond owners that allow public use of their ponds and want their ponds to stay pristine the entire summer. This program is also recommended for ponds that have medium to prolific productivity (plant and alga growth) and nutrient load. This maintenance program consists of the following:

- Aquatic weed control – Savin Lake Services, Inc. will conduct (5) herbicide application for the submersed plant species (e.g., pondweeds, watermilfoils, naiads, etc.), and floating plant species (e.g., Duckweed, Watermeal, etc.) that are present in the pond during the treatment.
- Algae control – Savin Lake Services, Inc. will conduct (5) algaecide application to manage and control the alga growth that is present at the time of each treatment.

Treatment timing: Aquatic plant and algae control treatments will be completed once a month for the months of May, June, July, August, and September.

Premium pond maintenance program costs

\$ 3,725.00



Terms and Conditions: Savin Lake Services, Inc. treats depending on the weather, water temperature, and aquatic weed growth on your ponds. Savin Lake Services utilizes chelated copper products for algae control and submerged aquatic vegetation will be managed utilizing aquatically labeled products like Diquat Dibromide & Aquathol K. These products, when utilized at the proper application rate, do not harm any scaled fish or the surrounding wildlife. However, it is important to note that copper products may affect trout, bullhead, catfish and or koi (any unscaled fish).

Fish Kills: Dead and dying fish are an ugly sight. The truth is most species of fish are relatively short-lived and have a high rate of mortality. Even large fish, too large to be eaten by predators such as bass and pike, experience a death rate of approximately 50% per year. Fortunately, the deaths are usually spread-out over the year and are rarely observed or become a problem except when concentrated as a fish kill. Only a fraction of the dead fish is ever observed because many decompose on the bottom or are eaten by scavengers such as turtles and crayfish. Most of the time, fish kills are due to natural causes over which we have no control, such as weather. Natural fish kills are three basic seasonal types: winterkill, which occurs in late winter but may not be seen until early spring; spring kills, which occurs in late May to early June; and summer kill, which occurs on the hottest days of mid-summer. Savin Lake Services cannot be held responsible for fish kills, as most fish kills are natural fish kills. The above information was taken from the DNR website. For more information regarding fish kills - please go here:

http://www.michigan.gov/dnr/0,4570,7-153-10364_52259-119822--,00.html

Savin Lake Services, Inc. requests all Pond Management Contracts returned to us by April 15th of each year. If the contract is not received by the due date this may cause your first treatment to be missed. If we receive your contract after the due date and have already treated your area, there will be a \$125.00 service charge for us to come out and treat your pond. There will be no moving treatments to the next season.

Savin Lake Services, Inc. treats customer ponds based on the area in the state where they are located. This allows us to reduce costs for our pond customers. If you request us to treat your pond at a time other than when we are scheduled to be in your area there will be a fee of \$125.00.

Savin Lake Services, Inc.'s prices are based on a fixed pricing structure for the season combined with the number of treatments. We will determine the number of treatments needed due to your pond condition. Our standard pond contracts include (3) treatments unless specifically stated in the contract otherwise. There will be no refunds given due to the customer deciding they wanted (and/or) needed less treatments than quoted.

Once we receive your signed contract, we will email you an invoice for you to pay online with any major credit card, apple pay, or e-check, unless you would like to mail a check. You may remit payment via check with this agreement. Payment is due with your signed contract or upon receipt of the emailed invoice.

By Signing this form, I agree to price of treatment for the selected maintenance program(s) options above and the terms and conditions stated above.

Signature: _____

Date: _____

2/27/2024

EXECUTIVE DOCUMENT SUMMARY

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Department: <u>Parks & Recreation</u> Contact Person: <u>Gail Myer</u> Telephone Number: <u>256-9812</u> | Submittal Dates <input type="checkbox"/> Select Meeting Type: <u>Regular Session</u> Date of Meeting: <u>03/19/2024</u> |
| Financial/Source Selection Method <input type="checkbox"/> Select One: <u>Grant</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | Vendor: <u>Michigan Municipal Risk Management A</u> Address/ Phone: _____ Description: <u>Grant Application</u> |
| Budgeted Amount: _____ Contracted Amount: _____ | |
| Document Description | |
| <input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input type="checkbox"/> Department Head/Elected Official Authorization | |
| <p>The following motion was made at the March 6th Parks & Recreation Commission meeting:</p> <p>Motion by Ross, seconded by Noonan, to recommend the Parks & Recreation Commission approve the submittal of a Michigan Municipal Risk Management Authority (MMRMA) Risk Avoidance Program (RAP) Grant, to provide engineered wood fiber at the Myles Kimmerly Park, in the playground area. Motion carried 6-0.</p> | |
| <p>Suggested Recommendation:</p> <p>I move to recommend that the County Board of Commissioners approve the submittal of a MMRMA RAP Grant by the Parks & Recreation Commission, to provide engineered wood fiber in the playground area, at the Myles Kimmerly park.</p> | |

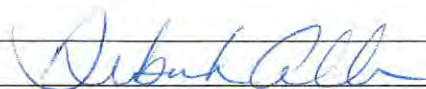
 Department Approval: Gail Myer

 Date: 3/14/24

EXECUTIVE DOCUMENT SUMMARY

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Department: <u>Administration</u> Contact Person: <u>Deborah Allen</u> Telephone Number: <u>231-256-8100</u> | Submittal Dates <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> Date of Meeting: <u>03/12/2024</u> |
| Financial/Source Selection Method <input checked="" type="checkbox"/> Select One: <u>Quotation</u> <input type="checkbox"/> Other: _____ <input type="checkbox"/> Account No.: _____ <input type="checkbox"/> CIP Project? <input type="checkbox"/> If Grant, Match Account No.: _____ | Vendor: <u>APEX Engineering & Management, Inc</u> Address/ Phone: _____ Description: <u>Facade Repair Scope of Work</u> |
| Budgeted Amount: _____ Contracted Amount: <u>\$ 15,000.00</u> | |
| Document Description | |
| <input type="checkbox"/> Request to Waive Board Policy on Bid Requirements <input type="checkbox"/> Financial Review Completed <input checked="" type="checkbox"/> Department Head/Elected Official Authorization | |
| <p>Based on the Proposal for Design & Project Management Services for the Leelanau County Governmental Center (lower-level) Entrance Bridge Masonry Repair dated November 21, 2023 attached, the Building and Grounds Committee has made a motion at the Friday, February 16, 2024 meeting to "</p> <p>MOTION BY REXROAT TO RECOMMEND THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS AWARD THE ENGINEERING AND IMPLEMENTATION OF THE LOWER-LEVEL ENTRANCE FAÇADE REPAIR CONTRACT TO APEX ENGINEERING & MANAGEMENT, INC. BASED ON THE QUOTE DATED NOVEMBER 21, 2023. SECONDED BY LAUTNER.</p> <p>Discussion – Rexroat stated that Apex will go out and get bids and administer the project if you look through the entire proposal letter. Brief discussion.</p> | |
| <p>Suggested Recommendation:</p> <p>I move that the Leelanau County Board of Commissioners Award the Engineering and implementation of the lower-level entrance facade repair contract to APEX Engineering & Management, INC. based on the quote dated November 21, 2023, as recommended by the Building and Grounds Committee (not to exceed \$15,000).</p> | |

Department Approval:



Date:

3-7-2024



November 21, 2023

Deborah Allen - County Administrator
Leelanau County Governmental Center
8527 E Government Center Dr
Suttons Bay, MI 49682

**Re: Proposal for Design & Project Management Services
Leelanau County Governmental Center Entrance Bridge Masonry Repair**

After review of the pictures and videos again from our June site visit: Apex Engineering would be happy to assist with the construction management of this repair. We feel like we understand the issue and can formulate a repair strategy.

Work Scope:

- Design repair and formulate a budget if you'd like one
- Provide dwgs, pics, details and verbiage to bid this work out to multiple bidders (we'd like input from the county on bidders if you'd like to)
- Gather bids, determine project cost, write contracts, collect insurance and formulate schedule to repair
- We provide site supervision (limited) overseeing the work to completion
- Collect invoices and create a pay application for the county to cut checks directly to contractors
- Closeout project

The work scope generally: Pre-cast coping removal, CMU veneer removal, inspection of underlying steel and structure, re-install masonry veneer or alternate veneer (doesn't need to be masonry), joint sealant for water tight, potentially epoxy coat the topside to seal from further water infiltration.

We propose to provide our services, Design and Project Management on a Time & Material basis which will be most beneficial from a fee standpoint to the county.

Our fees: Engineering Design - \$125/hr; Project Mgt - \$85/hr - Our total anticipated budget (our fees) for this project complete will be: \$10,000 - \$15,000...includes time spent on job site in June.

Please call if you have questions.

Proposed by:

A handwritten signature in black ink, appearing to read 'S. Steimel', written over a horizontal line.

Steven J Steimel, P.E.
Apex Engineering & Management, Inc.

EXECUTIVE DOCUMENT SUMMARY

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Department: <u>Maintenance</u> | Submittal Dates | |
| Contact Person: <u>Jerry Culman</u> | <input checked="" type="checkbox"/> Select Meeting Type: <u>Executive Board</u> | |
| Telephone Number: <u>231-256-8112</u> | Date of Meeting: <u>03/12/2024</u> | |
| Financial/Source Selection Method | | |
| <input type="checkbox"/> Select One: <u>Select One</u> | Vendor: _____ | |
| <input checked="" type="checkbox"/> Other: <u>Overlap wages & benefits</u> | Address/ Phone: _____ | |
| <input type="checkbox"/> Account No.: _____ | | |
| <input type="checkbox"/> CIP Project? | | |
| <input type="checkbox"/> If Grant, Match Account No.: _____ | Description: <u>Select One</u> | |
| Budgeted Amount: _____ Contracted Amount: _____ | | |
| Document Description | | |
| <input type="checkbox"/> Request to Waive Board Policy on Bid Requirements | <input checked="" type="checkbox"/> Financial Review Completed | <input checked="" type="checkbox"/> Department Head/Elected Official Authorization |
| <p>Due to a full-time Teamster position opening in Maintenance/Parks & Rec beginning May 3rd, 2024, the open position has been posted to hire a Maintenance Worker.</p> <p>The requested start date for the new hire is Monday, April 22, 2024 to overlap the retiring staff member for training/orientation purposes. The overlap would be for two weeks.</p> <p>The budget impact for two weeks of overlap is approximately \$3,899.80.</p> <p>Wages 80 hours = \$2,014.40 FICA = 154.10 MERS = 181.30 BCBS = 1,550.00</p> | | |
| Suggested Recommendation: | | |
| I move to recommend that the County Board of Commissioners approve overlap of staffing in Maintenance for a period not to exceed two weeks at an amount of approximately \$4,000. | | |

Department Approval: _____

Date: 3-7-2024