

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, August 15, 2023, 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/UCNQTgJgcTedF2qB8floC1GQ?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.)

AMENDED TENTATIVE AGENDA

	<u>Pg. No.</u>
CALL TO ORDER	
PLEDGE OF ALLEGIANCE	
MOMENT OF SILENCE/PRIVATE PRAYER	
ROLL CALL	
APPROVAL OF BOARD MINUTES	
APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS	
PUBLIC COMMENT (3 Minutes)	
COMMISSIONER COMMENTS	
COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS	
• Administrator Update	
CONSENT AGENDA ITEMS	
1. Michigan Indigent Defense Commission (MIDC) – Approval of Second Amendment to Agreement, Jarboe & Pfeil.	
2. Sheriff’s Office –	
a. Credit Card Request.	
b. FY2024 Secondary Road Patrol Grant Program Application.	
c. Port Security Grant:	2
i. Acceptance of Grant.	
ii. Boat Purchase Approval, Safe Boats International.	
3. Emergency Management/9-1-1 – Consumers Energy Tower Lease Agreement Termination (Central Tower).	
4. Prosecuting Attorney – MDHHS Title IV-E Grant Agreement.	
5. Planning/Community Development –	
a. Appointment of Fair Housing Coordinator.	
b. Designation of Certifying Officer.	
c. NW Michigan Community Action Agency (NMCAA), Housing Rehabilitation, One Year Contract Extension.	3-5
6. Information Technology/Board of Commissioners – SafetyNet, Cyber Security Recommendations:	
a. VLANs (Virtual Local Area Networks) Planning.	
b. Firewalls Reconfiguration to Federal Information Processing Standards (FIPS).	
7. Building Safety Committee –	
a. Construction Board of Appeals Membership Expansion.	
b. Retired Patrol Vehicle Lease.	
8. Board of Commissioners – Rules of Order and Procedure, Suggested Amendment.	
9. Administration –	
a. Approval of BATA (Bay Area Transportation Authority) Interlocal Agreement.	
b. Amendment No. 2 to the Fiber Optic Broadband Network Construction Agreement, Point Broadband Fiber Holdings, LLC.	
c. Networks Northwest –Appointments of Liaison and Alternate Liaison for the North Region Active Transportation Plan.	
ACTION ITEMS	
10. <i>The 86th District Court – Staffing Levels (Probation) Adjustment Request (updated).</i>	6-25
11. Human Resources –Board Policies, Committee of the Whole Meeting Policy Recommendations.	
a. <i>Late Addition Request – Letter of Agreement, Senior Services Aging Well Resource Coordinator.</i>	26-29
12. Renewable Energy Exploratory Group – Creation of the Leelanau County Energy Futures Task Force.	
13. Administration –	
a. Leelanau County/BLDHD Environmental Health – Acceptance of Lower Level Buildout Bid.	30-40
i. <i>Construction Agreement.</i>	
ii. <i>Lease Agreement.</i>	
b. Review of County Board Credit Card Policy, 7.12.	41-42
c. Closed Session Request, <i>Written Attorney/Client Privileged Legal Opinion from Civil Counsel per MCL 15.268(h)*.</i>	43
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	

*Roll Call Vote required

Leelanau County Board of Commissioners

Regular Session, 8/15/2023

Proposed motions – *Sheriff's Office, Acceptance of Grant, Boat Purchase Approval*

I move that the County Board of Commissioners accept the Department of Homeland Security Port Security Grant as awarded, in the amount of \$409,266.00.

I move that the Leelanau County Board of Commissioners allow the Leelanau County Sheriff's Office to purchase a 31' Safe Boat from Safe Boats International at a total cost of **\$547,719.97**, with funds to come from #101.225.331.970.000.

AMENDMENT NO. 2

TO

CDBG PROGRAM INCOME ADMINISTRATION AGREEMENT

THIS AMENDMENT NO. 2, made and entered into this 15th day of August, 2023, by and between **LEELANAU COUNTY**, a municipal corporation and political subdivision of the State of Michigan, whose address is 8527 E. Government Center Dr., Suttons Bay, Michigan 49682 (“**COUNTY**”) and **NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY**, a Michigan non-profit community action agency, whose address is 3963 Three Mile Road, Traverse City, MI 49686 (“**NMCAA**”), amends the **CDBG PROGRAM INCOME ADMINISTRATION AGREEMENT** (the “**Agreement**”) entered into August 30, 2021 and the Amendment No. 1 entered into on October 11, 2022 (“**Amendment No. 1**”), as follows:

1. **RECITAL SECTION 2** is amended to read as follows:

For the Program Year covered within this Amendment #2, the COUNTY shall invest its CDBG P.I. dollars in order to provide homeowner emergency repairs to COUNTY residents in need of assistance, and in accordance with such terms and conditions that govern the use of CDBG P.I. funds pursuant to the United States Department of Housing and Urban Development (“**HUD**”) and Michigan Economic Development Corporation (“**MEDC**”) policies and procedures. The PI will be used to provide homeowner emergency repairs to COUNTY residents in need of assistance. The total this Program Year will be \$25,290.66.

2. **SECTION C COMPENSATION** shall be amended to read as follows:

A. COMPENSATION – In consideration for services rendered in its administration of the CDBG program, NMCAA shall receive administration fees up to 18% of the PI covered by this Amendment. This fee is strictly tied to the P.I. expenditure as it relates to the project hard costs and no further compensation outside of this Agreement will be available to NMCAA for administering these P.I. funds. Administration fees are not charged to leverage funds used to complete the project.

NMCAA staff time will be tracked, itemized, and billed to the COUNTY at \$50.00 per hour on a monthly basis. Any actual cost out-lays for document recording, postage/delivery, advertising, or legal fees will be reimbursed at face value. Such tasks and expenses pertaining to matters with previous CDBG client loans shall include the following, but are not limited to:

- Subordination of Mortgage

- Pay-off and Discharge of Mortgage
- Lien Assumption
- Mortgage payment structure revisions
- Mortgage or Tax Foreclosure
- Lapse of Insurance Coverage

3. **SECTION D. TERM OF AGREEMENT**, shall be amended to read as follows:

“D. TERM OF AGREEMENT –

- (1) Term – This Agreement shall continue in force for one (1) year beginning on the last date of signature below unless otherwise terminated. This Agreement may be renewed in writing up to four (4) additional one (1) year terms as long as P.I. funds are available to be spent according to **Exhibit A** and the Grant Administration Manual.
- (2) Termination With Notice – The parties acknowledge that either party may terminate this Agreement at any time, with or without cause, upon providing thirty (30) days prior written notice.
- (3) Termination Without Notice – The parties acknowledge that this Agreement shall automatically terminate without notice of any kind and be of no force or effect upon the happening of any of the following events:
 - (a) If NMCAA violates any term, condition, or requirement of the CDBG program, this Agreement, or applicable law; or
 - (b) If a competent governmental entity with jurisdiction terminates the CDBG program; or
 - (c) If NMCAA is not approved by the State of Michigan as a third-party authorized to administer the P.I. funds.”

4. All other terms and conditions contained in the above-stated Agreement and Amendment No. 1 shall remain in full force and effect except as modified herein. This Amendment No. 2 shall become effective upon signing of the parties.

5. The people signing this Amendment No. 2 on behalf of the parties to the above-stated Agreement and Amendment No. 1 certify by their signatures that they are duly authorized to sign this Amendment No. 2 to the Agreement on behalf of said parties and that this Amendment No. 2 has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO
HAVE FULLY SIGNED AND ENTERED INTO THIS AMENDMENT NO. 2 ON THE
DAY AND YEAR FIRST ABOVE WRITTEN.**

LEELANAU COUNTY,
A Michigan municipal corporation

By: _____ Date: August 15, 2023
Ty Wessell, Chairman

NORTHWEST MICHIGAN COMMUNITY ACTION AGENCY,
A Michigan non-profit community action agency

By: _____ Date: _____
Signature, Executive Director

**APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: DONALD J. KULHANEK
On: August 14, 2023**

N:\Client\Leelanau\Agreements\Northwest MI Comm Action Agency\Rehab Projects\Amd No 2 to CDBG Program Income Administration Agr
v3 (DJK).docx

District Judges

ROBERT A. COONEY
(231) 922-4543

MICHAEL S. STEPKA
(231) 922-4579



STATE OF MICHIGAN
86th Judicial District Court
GRAND TRAVERSE • LEELANAU • ANTRIM COUNTIES

GRAND TRAVERSE COUNTY
280 Washington Street, STE. 121
Traverse City, Michigan 49684
(231) 922-4580
Fax (231) 922-4454
Probation Fax (231) 922-6889

LEELANAU COUNTY
8527 E. Government Center Dr. STE. 201
Suttons Bay, Michigan 49682
(231) 256-8250
Fax (231) 256-8275

ANTRIM COUNTY
P. O. Box 597
Bellaire, Michigan 49615
(231) 533-6441
Fax (231) 533-6322
Probation Fax (231) 533-6822

To: Leelanau County Board of Commissioners

From: Gwen Taylor, 86th District Court Administrator

Date: July 24, 2023

RE: Staffing plan change request and budget amendment

The 86th District Court is requesting an amendment to its probation department staffing plan. We are requesting 2 additional FTE Probation Officer positions shared between Grand Traverse, Leelanau and Antrim County. This would result in a budget amendment increase, as discussed below.

The current staffing plan calls for 6 FTE probation officer positions shared between Grand Traverse, Leelanau and Antrim Counties. There are currently zero compliance officer positions.

Prior to 2021, the probation department consisted of 7.3 probation officers (5 FTE probation officers, 1 FTE Chief Probation Officer, 1 - .8 FTE probation officer and 1 - .6 FTE probation officer). In addition, there were 1.5 FTE compliance officers (1 FTE compliance officer in Antrim County and 1 - .5 FTE compliance officer in Grand Traverse County). A compliance officer performs routine probation officer functions under the guidance of a probation officer and is one pay grade below a regular probation officer.

In 2021, the court voluntarily reduced its probation department staff in response to the Jail Reduction Act. A total of 2.4 FTE probation officers were terminated in addition to 1.5 FTE compliance officers due to an anticipated decline in probation numbers. Also in 2021, a number of non-probation department changes were made to the court's staffing plan including the elimination of some part time administrative positions and the creation of an office manager position. All told, these staffing changes resulted in a budget savings of \$187,000 for the second half of 2021.

However, the projected reduction in probation cases because of the new law did not materialize. The result has been an unmanageable increase in caseloads for the three general probation officers. The average caseload for these probation officers increased from 114 to 210 cases/probation officer. The impact of this change is increased concerns about public safety, poorer outcomes for rehabilitation, and increased recidivism. In addition, the workload has made the job of our general probation officers nearly unbearable because they are unable to keep pace.

We are requesting 2 FTE probation officer positions be added to the staffing plan with the goal of reducing the average caseload of all general probation officers. The addition of 2 FTE probation officers would reduce caseloads to an estimated 126. Please note that even with this change, the probation department would be operating below pre-2021 levels without the assistance of the 1.5 FTE compliance officers eliminated in that year, a cost savings over pre-2021 funding levels.

The Grand Traverse County Finance Department has determined the annual cost of two full time probation officer positions for 2023 is \$156,396.71, based on 2080-hours. Grand Traverse County would be responsible for \$114,951.58 (73.5%), Antrim \$24,241.49 (15.5%) and Leelanau \$14,203.64 (11%). Please note that these numbers are based upon a 40 hour work week, not the 37.5 hours that is part of the court's staffing plan. Forty hours was used because it is our understanding there is a possibility of 37.5 hour positions to 40 hours in 2024.

We are requesting the change to the staffing plan to occur immediately. This would require a budget amendment for the remaining four months of 2023. The cost for 2 FTE probation officers for the remainder of 2023 is \$52,132.24. Grand Traverse County would be responsible for \$38,317.19 (73.5%), Antrim \$8,080.50 (15.5%) and Leelanau \$5,734.55 (11%). The Information Technology cost to obtain two workstations is \$4,197.74. Grand Traverse County would be responsible for \$3,085.34 (73.5%), Antrim \$650.65 (15.5%) and Leelanau \$461.75 (11%)

The caseload of the general Probation Officers is at such a critical level they are not able to timely address public safety concerns and properly manage caseloads. We are requesting to add 2 FTE Probation Officers to the 86th District Court staffing plan. Thank you for your kind consideration of this request.

Attachments:

District Court Probation Officer FTE Costs; Grade H Step 1, IT workstations

PowerPoint presentation

Caseload charge information: July 10, 2023

District Court Probation Officer FTE Cost 2080-hours:

District Court Probation Officer		2023	Rate/Hour	
Salary & Wages		55,099.20	26.49	Grade H, Step 1
Overtime				
Personal Leave		1,059.60		
	Sub	56,158.80		
FICA		4,296.15	7.65%	
Health/Dental/Optical		13,638.12	Double coverage	
Disability		565.72		
Payment in Lieu of Health		-		
Life Insurance		170.04		
DC Retirement		3,369.53	6.00%	
Total		<u>78,198.36</u>		

* It is important to note probation officers currently work 1950-hours

2023	2	cost for remaining 4 months of 2023	
Antrim 15.5 %	24,241.49	8,080.50	
Leelanau 11%	17,203.64	5,734.55	
Grand Traverse 73.5%	114,951.58	38,317.19	
Total	156,396.71	52,132.24	

IT workstations:

Laptop	\$ 1,219.00
Docking station	\$ 198.92
2 P-22" Monitors	\$ 335.98
Canon ImageFORMULA DR-C225-II desktop scanner	\$ 321.97
mouse/keyboard set	\$ 23.00
Total	\$ 2,098.87
Grand Total for 2	\$ 4,197.74

Antrim: 15.5% 2023	\$ 650.65
Leelanau: 11% 2023	\$ 461.75
Grand Traverse: 73.5% 2023	\$ 3,085.34
Total:	\$ 4,197.74

CASELOAD CHARGE INFORMATION:

This data represents cases on probation on JULY 10, 2023

GENERAL CASELOAD

<i>Criminal Charge</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>TOTAL</i>
All OUIL Cases	152	25	41	218
Domestic Violence	113	4	10	127
Assault/Assault and Battery	30	2	7	39
Truancy	16	0	0	16
Child Abuse – 4 th	5	1	0	6
Embezzlement – Vulnerable Adult \$200-\$1000	4	0	0	4
Attempted Criminal Sexual Conduct – 4 th Degree	5	0	0	5
Animals – Abandoning/Cruelty	6	1	1	8
Stalking	4	0	1	4
Retail Fraud – 2 nd	21	0	0	21
Retail Fraud –3 rd	26	0	2	28
Controlled Substance-(opioids, methamphetamine, fentanyl)	24	5	0	29
Attempted PO (assault/Resist/Obstruct)	12	1	4	17
Other	83	15	20	118

SOBRIETY COURT PARTICIPANTS

<i>Criminal Charge</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>TOTAL</i>
OWI/Impaired 2nd	4	2	0	6
OWI – 3 rd	40	9	0	49
OUIL with occupant less than 16 – 2 nd	3	0	0	3
OWI Causing Serious Injury	1	0	0	1

DRUG COURT PARTICIPANTS

<i>Criminal Charge</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>TOTAL</i>
Possession of Methamphetamine	12	0	0	12
Possession of Cocaine	5	0	0	4
Controlled Substance	3	0	0	3
Maintaining a Drug House	2	0	0	2
Larceny	1	0	0	1
OUIL Occupant Less than 16	1	0	0	1
Weapons – Firearms – Rec/Conceal	1	0	0	1

GENERAL CASELOAD ONLY

<i>Case Type</i>	<i>Grand Traverse</i>	<i>Leelanau</i>	<i>Antrim</i>	<i>Total</i>
Cases initially charged as a felony but reduced through plea negotiation.	94	17	23	134
Cases charged and convicted as a misdemeanor	412	38	62	512

86th District Court

Request to Amend Staffing Plan

Why Probation?

The purpose of probation is to:

1. Protect public safety;
2. Provide rehabilitative services;
3. Reduce recidivism and heal families affected by substance use disorder, mental illness, violence, etc.
4. Reduce jail incarceration

Primary Probation Officer Duties

- Supervise individuals sentenced to probation assuring they meet all probation orders for counseling, testing, classes, etc.
- Conduct Pre-Sentence Investigations (PSI) and prepare sentencing reports for defense attorney, prosecutor and judge
- Work with treatment providers, partner agencies, and defendants to ensure rehabilitative goals and other conditions of probation such as community service work are being achieved
- Investigate and address allegations of probation violations; prepare a violation request and report with recommendations for the judge
- Testify at court hearings
- Meet with probationers
- Respond to email and phone messages from defendants and treatment providers
- Assure all laws, policy and procedure are followed including HIPPA and other confidentiality rules

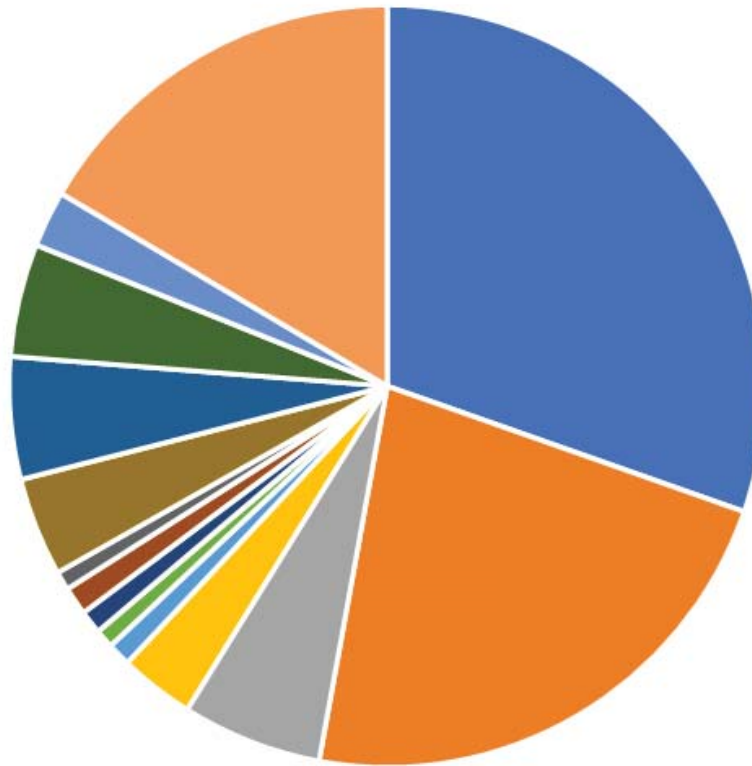
Who is on Probation?

- OWI/Impaired
- OWI/Impaired 2nd Offense
- OWI 3rd Offense
- OUIL with Occupant less than 16
- OUIL with BAC >.17
- OWI Causing Serious Injury
- Domestic Violence
- Assault/Assault and Battery
- Truancy
- Child Abuse – 4th Degree
- Embezzlement – Vulnerable Adult \$200 - \$1000
- Attempted Criminal Sexual Conduct – 4th Degree
- Animals – Abandoning/Cruelty
- Stalking
- Possession of Methamphetamine
- Possession of Cocaine
- Controlled Substance
- Maintaining a Drug House
- Larceny

NOTE: Approximately 20% of the general caseload in July 2023 are felony charges reduced to misdemeanor offenses as a result of a plea bargain.

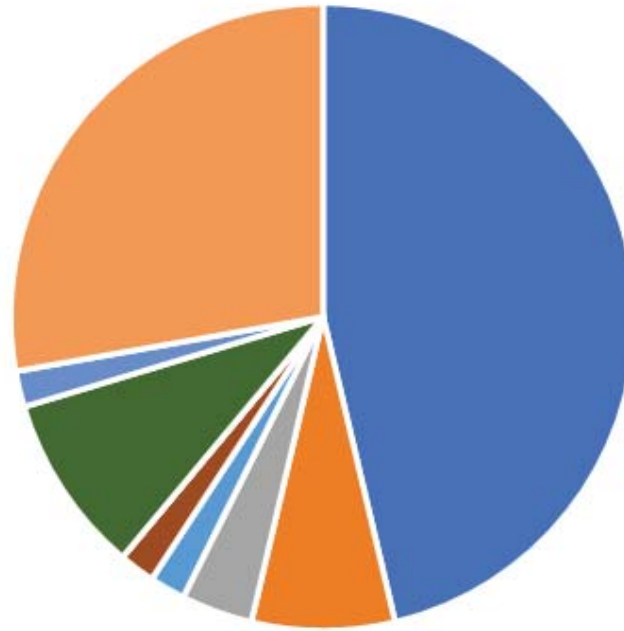
For treatment courts, the district court acts on behalf of the circuit court and nearly 100% of those cases are felony convictions.

Grand Traverse July 10th, 2023 General Caseload Snapshot



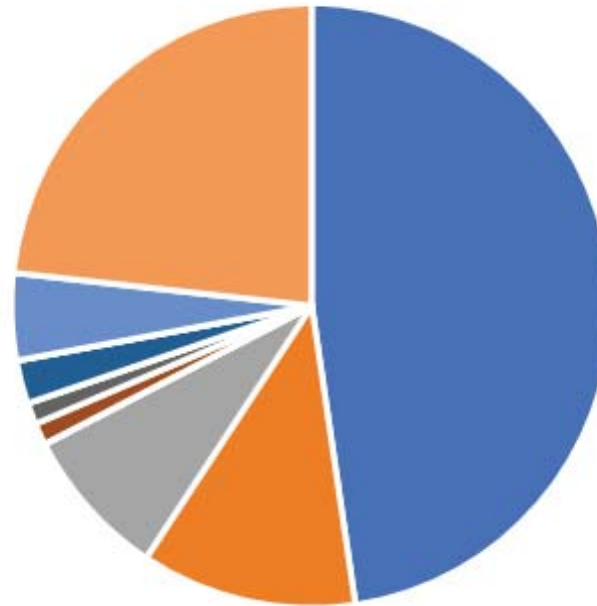
- ALL OUIL CASES (152)
- Assault/ Assault & Battery (30)
- Child Abuse- 4th (5)
- Attempted CSC - 4th (5)
- Stalking (4)
- Retail Fraud 3rd (26)
- Attempted PO (assault/resist/obstruct) (12)
- Domestic Violence (113)
- Truancy (16)
- Embezzlement- vulnerable adult \$200-\$1000 (4)
- Animals-Abandoning/Cruelty (6)
- Retail Fraud 2nd (21)
- Controlled substance - Opioids, Methamphetamine, Fentanyl (24)
- OTHER (83)

Leelanau July 10th, 2023 General Caseload Snapshot



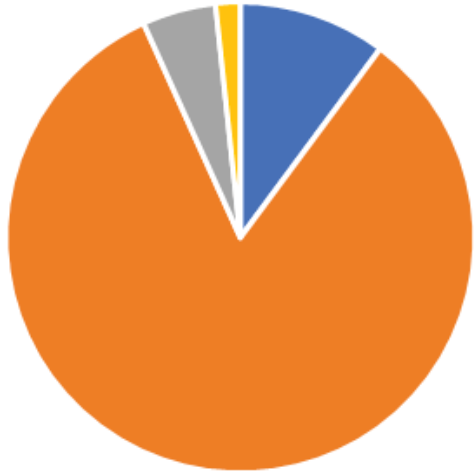
- ALL OUIL CASES (25)
- Assault/ Assault & Battery (2)
- Child Abuse- 4th (1)
- Attempted CSC - 4th (0)
- Stalking (0)
- Retail Fraud 3rd (0)
- Attempted PO (assault/resist/obstruct) (1)
- Domestic Violence (4)
- Truancy (0)
- Embezzlement- vulnerable adult \$200-\$1000 (0)
- Animals-Abandoning/Cruelty (1)
- Retail Fraud 2nd (0)
- Controlled substance (5)
- OTHER (15)

Antrim July 10th, 2023 General Caseload Snapshot



- ALL OUIL CASES (41)
- Assault/ Assault & Battery (7)
- Child Abuse- 4th (0)
- Attempted CSC - 4th (0)
- Stalking (1)
- Retail Fraud 3rd (2)
- Attempted PO (assault/resist/obstruct) (4)
- Domestic Violence (10)
- Truancy (0)
- Embezzlement- vulnerable adult \$200-\$1000 (0)
- Animals-Abandoning/Cruelty (1)
- Retail Fraud 2nd (0)
- Controlled substance (0)
- OTHER (20)

Sobriety Court July 10th, 2023 Snapshot



- OWI Impaired 2nd (6)
- OWI 3rd (49)
- OUIL with Occupant less than 16 (3)
- OWI Causing Serious Injury (1)

Drug Court July 10th, 2023 Snapshot



- Possession of Methamphetamine (12)
- Possession of Cocaine (5)
- Controlled Substance (3)
- Maintaining a Drug House (2)
- Larcey (1)
- OUIL Occupant Less than 16 (1)
- Weapons - Firearms - Rec/Conceal (1)

Timeline

Pre-COVID (2019): Average general caseload number: 114
Average PSI's written per month: 15

20: Michigan Joint Task Force on Jail and Pretrial Incarceration

21: Jail Reduction Act Takes Effect

21: Staffing Plan Changes:

- (1) Elimination of Chief Probation Officer Position
- (2) Elimination of .6 and .8 Probation Officer Positions
- (3) Elimination of 1.5 compliance officer positions

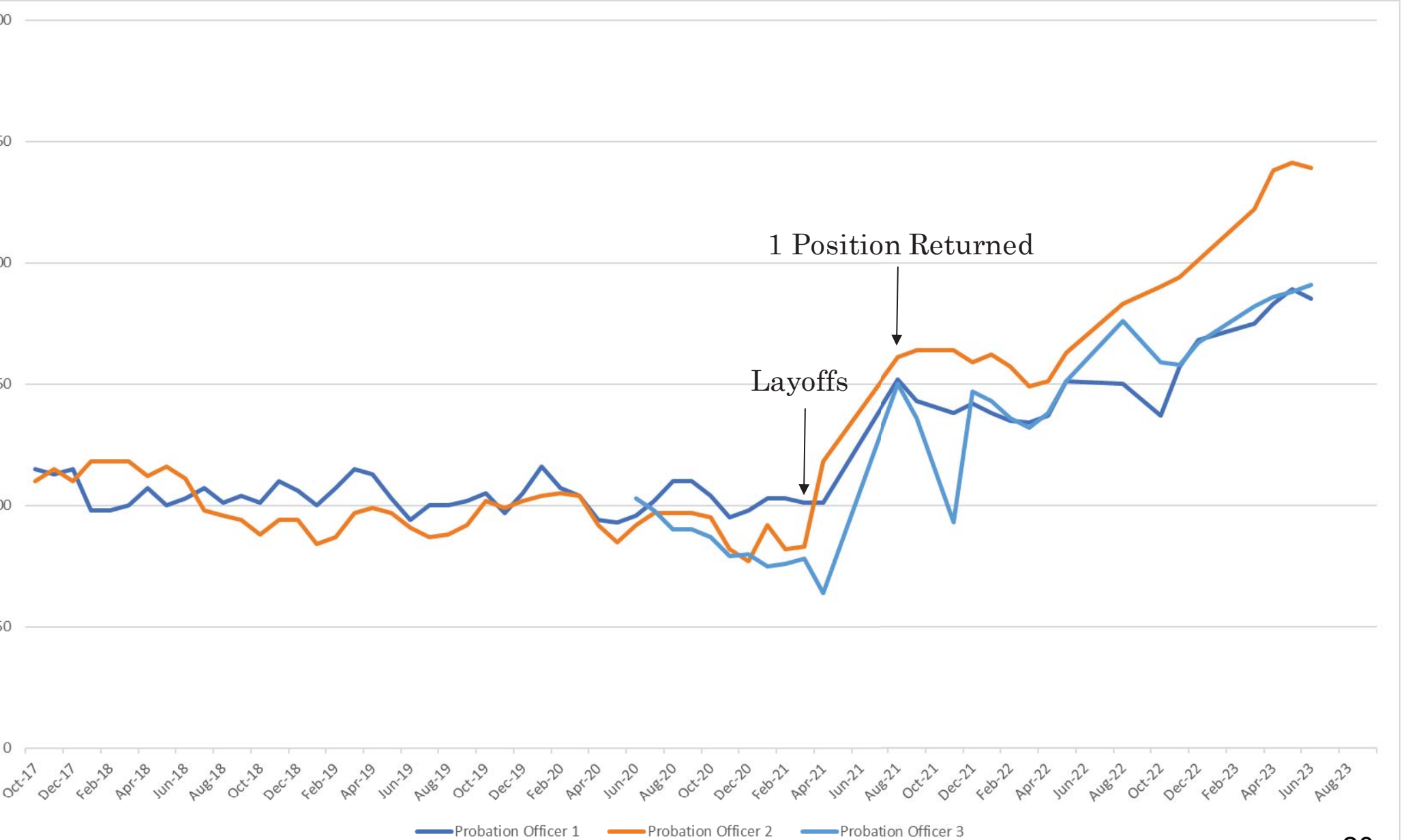
21: Caseloads for the 2 remaining general probation officers dramatically increased to an unmanageable level. 1 FTE probation officer position added in late 2021

22: Caseloads continue to climb for the remaining general probation officers . In part due to COVID backlog, however, caseload numbers continue to rise above pre-pandemic-levels. Request for additional probation officer in 2023 budget

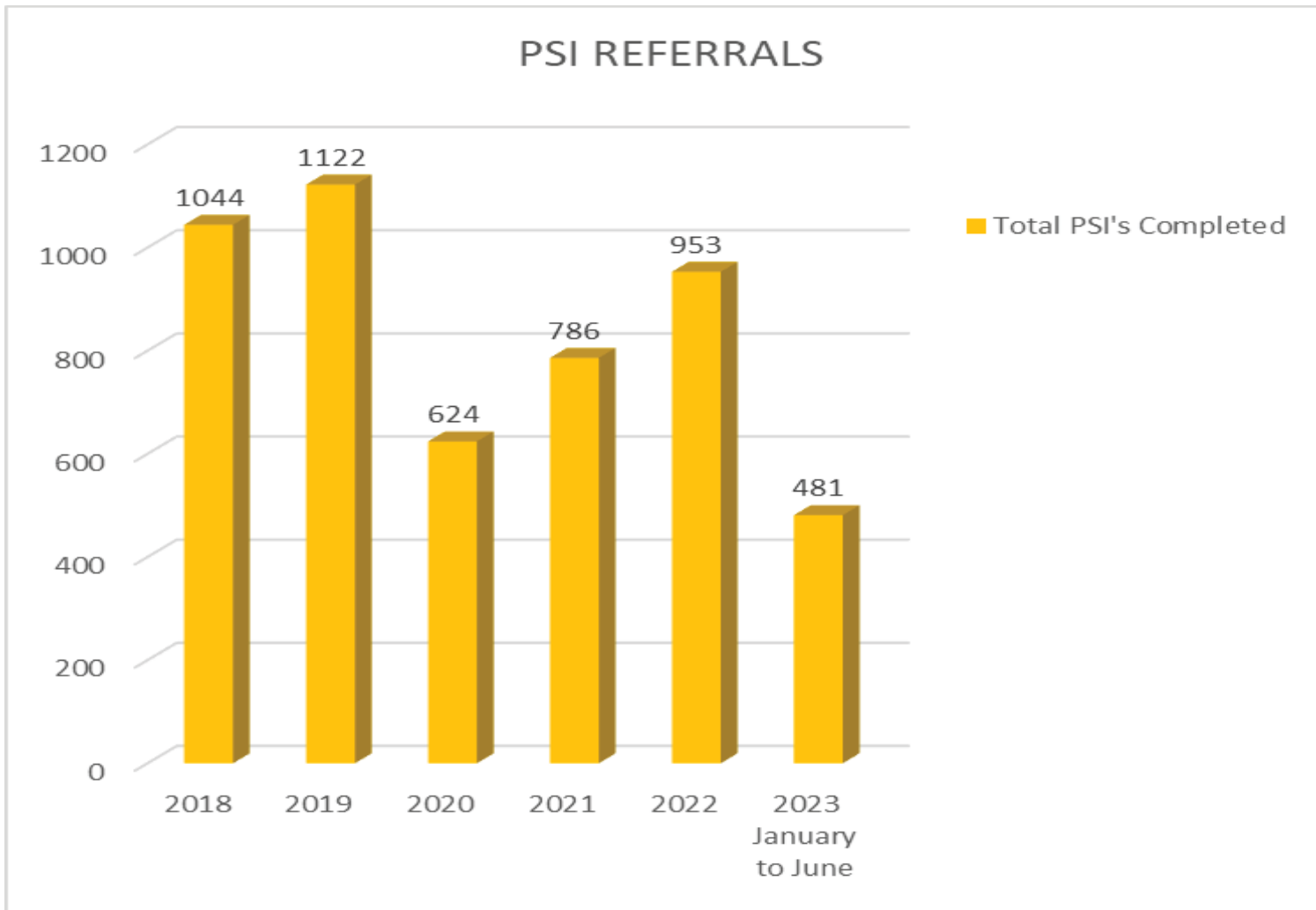
denied.

June 2023: Average general caseload number: 210
Average PSI's written per month: 27

Caseload Trend:



Presentence Investigations (PSI) Completed per Year:



Note: at the current rate we will exceed PSI referrals from last year

Workload Comparison:

Current Workload-general probation cases:

Average caseload size: 210

Average PSI's written per month: 27

Other County Comparisons:

7th District Court, Vanburen County –

Average caseload: 100

PSI's/month: 20-30

40th District Court, St. Clair Shores -

Average Caseload: 200

PSI's/Month: 7

56-B District Court, Barry County –

Average caseload: 100

PSI's: 2 a year.

57th District Court, Allegan County

Average caseload: 130-140

PSI's/Month: 5-10

65A District Court, Clinton County –

Average caseload: 110

PSI's/Month: Prepare 30-40 cases for sentencing – they do not write a PSI reports.

64B District Court, Montcalm County –

Average caseload: 150-175

PSI's/Month: 10

*74th District Court, Bay County –

Average caseload: 100-125

PSI's/Month: 20-25

*75th District Court, Midland County

Average caseload: 90-100

PSI's/Month: 5

96th District Court, Marquette County -

Average caseload: 125

PSI's/Month: 24

Budget Impact 2023:

District Court Probation Officer			
	2023	Rate/Hour	
Salary & Wages	55,099.20	26.49	Grade H, Step 1
Overtime			
Personal Leave	1,059.60		
Sub	56,158.80		
A	4,296.15	7.65%	
Health/Dental/Optical	13,638.12	Double coverage	
Disability	565.72		
Payment in Lieu of Health	-		
Insurance	170.04		
Retirement	3,369.53	6.00%	
Total	78,198.36		
Based on 2080 hours			

2023 Budget Impact 2 Probation Officers:

Antrim: 15.5 % \$ 8,080.50
 Leelanau 11% \$5,734.55
 Grand Traverse 73.5 % \$38,317.19

Budget Amendment Request for remaining 2023
 \$52,132.24

probation officers currently work 1950-hours

IT Budget Impact 2 Probation Officers:

Antrim: 15.5 % \$ 650.65
 Leelanau 11% \$461.75
 Grand Traverse 73.5 % \$3,085.34

Total IT Request for 2023
 \$4,197.7

Detrimental Effect of Understaffing

Increased jail time in lieu of probation resulting in a need for more jail staff

Significant increase to public safety risks

Overworked and stressed-out employees

Poorer outcomes

Increased recidivism

Stress on treatment courts/poorer outcomes

Judges and administrators filling in the gaps which results in inefficient and wasted use of resources affecting all court operations

Detrimental Effect of Understaffing

We cannot work proactively with defendants struggling with personal or behavioral issues.

We cannot be readily available to respond to defendants' questions and/or concerns.

We cannot issue early discharges when appropriate or quickly process defendants who do not need close supervision.

We cannot have regular communication with therapists or other treatment providers to ensure participation or address potential problematic behavior.

We cannot have Specialized caseloads (Domestic Violence caseload)

We cannot react to probation violations in a timely fashion to protect public safety.

This includes the inability to:

- React to positive alcohol tests in a timely fashion for OWI offenders
- Issue probation violations for violating no contact orders in domestic violence/stalking offenses in a timely fashion.

Late Addition #1

EXECUTIVE DOCUMENT SUMMARY

Department: Human Resources Contact Person: <u>Darcy Weaver</u> Telephone No.: <u>(231) 256-8114</u>	Submittal Dates <input checked="" type="checkbox"/> Regular Session 08/15/2023
Source Selection Method <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> _____	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: _____ \$ 0.00 Contracted Amount: _____

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other <u>Letter of Agreement</u>

Request to Waive Board Policy on Bid Requirements

The Board of Commissioners approved the updated job description for the Senior Services Care Coordinator position and a wage adjustment for Gail Carlson on July 18, 2023.

Corporate Counsel has drafted a "Letter of Agreement" between Leelanau County and the Teamsters, State, County and Municipal Workers Local 214 to amend the CBA to reclassify the position of Aging Well Resource Coordinator to Senior Services Care Coordinator and to amend Gail Carlson's rate of pay.

The Letter of Agreement is attached.

Suggested Recommendation: I move that the County Board of Commissioners approve, and that the Chairman be authorized to sign, the Letter of Agreement between Leelanau County and the Teamsters, State, County and Municipal Workers Local 214 reclassifying the position of Aging Well Resource Coordinator to Senior Services Care Coordinator and amending the rate of pay for Gail Carlson.

Department Head Approval: Darcy Weaver Digitally signed by Darcy Weaver
Date: 2023.08.14 15:43:22
-04'00' Date: 08/14/2023

Late Addition #1

LEELANAU COUNTY

And

**TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214,
affiliated with the International
Brotherhood of Teamsters**

General Unit

Letter of Agreement

WHEREAS, the parties recently agreed to a Collective Bargaining Agreement with a term of January 1, 2022, through December 31, 2024 (the "CBA"); and

WHEREAS, Gail Carlson was initially hired as the Aging Well Resource Coordinator (then non-union) on or about September 29, 2021;

WHEREAS, on November 19, 2022, the Board of Commissioners signed a Letter of Agreement with the Teamsters Local 214 to amend the CBA to include that the Aging Well Resource Coordinator position within Leelanau County Senior Services be added at the Pay Grade Three to Schedule A, with Gail Carlson to be paid at the Grade Three One Year Rate of \$27.01;

WHEREAS, the job description for the Senior Services Care Coordinator has been amended and updated to incorporate the duties for the Aging Well Resource Coordinator;

WHEREAS, the County has determined that it is in the best interest of the County to provide a greater level of service to the Senior citizens within the County to have the Aging Well Resource Coordinator position reassigned and reclassified to the position of Care Coordinator. This position is non-supervisory and non-exempt under the Fair Labor Standards Act that;

Late Addition #1

WHEREAS, on July 18, 2023, the Board of Commissioners approved a reclassification and salary adjustment for the Senior Services Aging Well Resource Coordinator (Teamsters General Unit) Gail Carlson;

WHEREAS, the parties agree to memorialize this process and adjust the classification for Gail Carlson's position and increase in her pay step; and

THEREFORE, it is agreed as follows:

1. The parties agree to amend the CBA to reclassify the position of Aging Well Resource Coordinator to that of Senior Services Care Coordinator.

2. Effective July 18, 2023, as a Care Coordinator for Leelanau County Senior Services, Gail Carlson's current pay will now be the Grade Three "Two Year" Rate of \$28.91. This change will not impact Gail Carlson's eligibility and timing for future steps pursuant to County Policy.

3. All other terms of the Collective Bargaining Agreement between the parties will govern the terms and conditions of employment for the employees. It is expressly understood that this Letter of Agreement will be without precedent or prejudice for any future circumstances.

[Signature page to follow]

Late Addition #1

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to this Letter of Agreement effective the date it is fully executed.

**TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214**

Clayton Pletscher, Business Representative

Annette Kleinschmit, Bargaining Committee

LEELANAU COUNTY

Ty Wessell, Chairman

Michael Borkovich, Sheriff

Michelle L. Crocker, Clerk

Jennifer L. Grant, Register of Deeds

John A. Gallagher III, Treasurer

Joseph T. Hubbell, Prosecuting Attorney

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: **Mattis D. Nordfjord**
On: August 11, 2023

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Leelanau County Board of Commissioners

Regular Session, 8/15/2023

Proposed motions – Administration; acceptance of bid, Construction agreement and Lease agreement

I move that the County Board of Commissioners accept the bid from RCI, Richter Construction, Inc., in the amount of \$356,275.00, for the renovation of the Lower Level space for the Benzie/Leelanau District Health Department's Environmental Health Services; funds to come from **Fund #470 (Capital Projects Fund)**.

I move that the Leelanau County Board of Commissioners approve entering in a construction agreement between Leelanau County and the Benzie-Leelanau District Health Department, pending counsel review and approval; **capital contribution to Fund #470 (Capital Projects Fund), Account 470.000.000.599.000.**

I move that the Leelanau County Board of Commissioners approve entering in a lease agreement between Leelanau County and the Benzie-Leelanau District Health Department, pending counsel review and approval.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, of 8527 E. Government Center Dr., Suite 101, Suttons Bay, Michigan 49682 (hereinafter referred to as “the County”), and the **BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT**, a Michigan District Health Department, with offices at 7401 E Duck Lake Rd., # A, Lake Leelanau, MI 49653 (hereinafter referred to as “BLDHD”).

WHEREAS, BLDHD has the authority to contract in order to obtain facilities from which to provide public health services, and it is in need of such facilities; and

WHEREAS, the County has available certain space which may be renovated and thereafter used on a long-term basis for the provision of public health services, located in a portion of the County Government Center Building at Suttons Bay, Michigan; and

WHEREAS, BLDHD is willing to share the cost of renovations for the space and to enter into a Lease of the space from the County.

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

- I. **Renovation of Space in Government Center Building.** The County shall enter into contracts for the renovation of space in the lower level of the Government Center Building in Suttons Bay, Michigan, sufficient for the space to be suitable for long-term use by BLDHD for the provision of public health services. A depiction of the proposed renovation of space is attached as Exhibit A.
- II. **Sharing of Costs; Entry into Lease.** In consideration of entering into a long-term, rent-free Lease for a portion of the renovated space in the Government Center Building, BLDHD agrees to pay up to 50% of the total costs for the renovation of the space, in an amount not to exceed \$300,000.00. A copy of the proposed Lease is attached as Exhibit B.
- III. **Payment Schedule.**
- IV. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- V. **Amendments.** Modifications, amendments or waivers of any provision of this Agreement shall be made only by written mutual consent of the parties hereto.
- VI. **Complete Agreement.** This Agreement and any additional or supplementary documents incorporated herein by specific reference contain all the terms and

conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, including, but not limited to, prior leases, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

VII. Invalid/Unenforceable Clause or Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Lease. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the unenforceable clause or provision was rendered invalid or unenforceable.

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

COUNTY OF LEELANAU

By: _____
Ty Wessell, Chairperson
County Board of Commissioners

_____ Date

BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT

By: _____
Daniel Thorell, Health Officer

_____ Date

APPROVED AS TO FORM
FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: _____

LEASE AGREEMENT

THIS LEASE, effective _____, 2023, is made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan, of 8527 E. Government Center Dr., Suite 101, Suttons Bay, MI 49682 (hereinafter referred to as the “LESSOR”), and the **BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT**, a Michigan District Health Department, with offices at 7401 E Duck Lake Rd., # A, Lake Leelanau, MI 49653 (hereinafter referred to as the “LESSEE”).

WITNESSETH:

WHEREAS, LESSEE has the authority to contract in order to obtain facilities from which to provide public health services, and it is in need of such facilities; and

WHEREAS, LESSOR has available certain space which may be used on a long-term basis for the provision of public health services, located in a portion of the County Government Center Building at Michigan 49682; and

WHEREAS, the LESSOR agrees to lease said space to the LESSEE, and the LESSEE desires to lease the same.

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

- I. **Area Leased, Parking, and Authorized Use.** LESSEE shall lease the lower level portion of space in the Leelanau County Government Center Building located at 8527 E. Government Center Dr., Suttons Bay, Michigan, as depicted on Exhibit A (hereinafter referred to as the “leased premises”). The leased premises include the use of up to ___ parking spaces in the common parking lot.

The leased premises shall be used by the LESSEE for the provision of public health services and for no other purpose.

The LESSEE shall use the leased premises in compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations, including but not limited to rules and regulations adopted by the LESSOR on use of and conduct on LESSOR’s property. No activity shall be conducted on the leased premises that (a) does not comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations, (b) creates a nuisance, (c) causes an increase in the existing rate of insurance upon the building, or (d) is prohibited by the standard form of fire insurance policy. Smoking is not allowed anywhere on the leased premises.

- II. **Rent/Consideration for Lease.** There shall be no rent charged to the LESSEE for this Lease. The consideration for this Lease shall be considered to be the mutual benefit the LESSOR and LESSEE receive from LESSEE having space from which

to operate a public health department, and LESSEE's contribution to the cost of construction of the leased premises.

- III. **Lease Term and Termination**. This Lease shall commence on the ___ day of ____, 202_, or when LESSOR has completed all work required on the space leased by the LESSEE, and, unless terminated earlier as authorized by this Lease, shall continue for a term of fifteen (15) years from the commencement date, at which time it shall terminate, and after which date the LESSEE may hold over until either party terminates this Lease on thirty (30) days prior written notice to the other.

Upon termination of the Lease, LESSEE shall surrender the leased premises to LESSOR in as good condition and repair as when LESSEE took possession, reasonable wear and tear excepted.

- IV. **Condition of Leased Premises and Disclaimer of Warranties**. The LESSEE accepts the condition of the leased premises "**AS IS**" with all known and unknown faults and defects. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE LESSEE THAT THE LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LEASED PREMISES OR ITS FITNESS FOR THE INTENDED USE FOR WHICH IT IS LEASED.

- V. **Warranties and Covenants**. LESSOR hereby warrants that it has lawful title and right to make this Lease for the term aforesaid, and that LESSOR will put LESSEE in complete and exclusive possession of the leased premises.

LESSOR further covenants that if LESSEE shall pay the rental, and perform all the other covenants and agreements of this Lease to be performed by LESSEE, LESSEE shall, during the Lease term, freely, peaceably and quietly occupy and enjoy the full possession of the leased premises and the rights and privileges herein granted, without molestation or hindrance; and if at any time during the Lease term, the title of LESSOR shall fail or be discovered not to enable them to grant the term hereby demised, LESSEE, in addition to its other remedies at law or in equity, shall have the right to annul and void this Lease without any liability whatsoever.

- VI. **Right of LESSOR to Enter Leased Premises**. LESSOR shall have the right to have a duly authorized employee, contractor, or agent enter the leased premises or any part thereof at any time for the purpose of examining the same or making such repairs or alterations as may be necessary for the safety and preservation thereof.

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

- A. **Worker's Compensation Insurance** including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

- B. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate. Coverage shall include the following:
- (1) Contractual Liability;
 - (2) Products and Completed Operations;
 - (3) Independent Contractors Coverage;
 - (4) Broad Form General Liability Endorsement or Equivalent, if not already included;
 - (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; and
 - (6) Per Contract aggregate.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Additional Insured - Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be “Additional Insureds”. The County of Leelanau, including all County of Leelanau’s elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- LESSEE’s Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall be made primary to the Additional Insureds and not contributory with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- E. Cancellation Notice - It is expressly understood and agreed that LESSEE shall provide the County with thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in the insurance coverages required by this Agreement. Such notice shall be sent to: Leelanau County Administrator, 8527 E. Government Center Dr., Suite 101, Michigan 49682. If LESSEE’s insurers refuse to provide such an endorsement, the LESSEE shall be responsible for providing the required notices.
- F. Proof of Insurance - LESSEE, at the time the Lease is returned by it for execution, shall provide the County with two (2) copies of certificates of

insurance for each of the insurance coverages mentioned above. If so requested, certified copies of all policies will be furnished.

- G. Continuation of Coverage - If any of the above insurance coverages expire during the term of this Agreement, LESSEE shall deliver renewal certificates and/or policies to the County not less than ten (10) days prior to the expiration date.

VIII. **Personal Property, Risk of Loss and Property Insurance.** All LESSEE's personal property at the leased premises shall be kept at the leased premises at the LESSEE'S sole risk. The LESSEE shall be responsible for insuring its personal property against loss or damage from any cause.

IX. **Waiver of Subrogation.** To the extent permitted by law, the LESSEE hereby releases the LESSOR, its elected and appointed officials, employees and volunteers and others working in behalf of the LESSOR from any and all liability or responsibility to the LESSEE or anyone claiming through or under the LESSEE by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the LESSOR, its elected and appointed officials, employees or volunteers or others working in their behalf. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the LESSEE's occupancy or use, and LESSEE's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the LESSEE to recover thereunder.

The LESSEE agrees that its insurance policies will include such a clause or endorsement and shall submit evidence of such clause or endorsement to the LESSOR's Controller.

X. **Repairs.** LESSOR, during the term of this Lease, shall keep the leased premises, and every part thereof, in good repair. LESSEE shall reimburse the LESSOR for full cost of any repairs of damage to the leased premises caused by LESSEE, its officers, employees, contractors, volunteers or agents.

XI. **Building Modifications.** LESSEE shall not make any building modifications to the leased premises during the term of the Lease, without prior written approval by LESSOR. LESSOR shall only consider interior modifications for approval. LESSEE shall make all approved building modifications at LESSEE's own expense.

XII. **Furniture, Fixtures or Appliances in Leased Premises.** Any furniture, fixtures or appliances, and the like, belonging to and installed by LESSOR in the leased premises prior to or during the period of this Lease are to be and remain the property of LESSOR, subject to the terms and conditions of this Lease. LESSEE shall have the right to remove its personal property at any time before or within a reasonable time following the termination of this Lease, including any renewals or

extensions thereof, by lapse of time or otherwise, provided LESSEE, at its own expense, repairs any damage to the leased premises caused by such removal. If LESSEE's personal property is not removed within thirty (30) days after termination of this Lease it may be treated by the LESSOR as abandoned property and may be disposed of by LESSOR in such manner as the LESSOR in its sole discretion may elect.

XIII. Compliance with the Law and Nondiscrimination. The LESSEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in its use of and activities within the leased premises, including but not limited to the following:

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

The LESSEE, as required by law, shall not discriminate against any person to be served or any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, sex, height, weight, marital status or political affiliation. Breach of this covenant shall be regarded as a material breach of this Lease.

XIV. Maintenance and Janitorial Services. LESSOR shall provide all maintenance and janitorial services for the premises leased to LESSEE herein at LESSEE'S expense. LESSEE shall be responsible to pay its allocated portion of the cost of maintenance and janitorial services. The LESSEE shall be responsible for reimbursing the LESSOR for cost of repairs for damage caused by the LESSEE's employees, volunteers or invitees.

XV. Utilities, internet and Telephone Charges. LESSOR shall be responsible to provide utilities, including electrical, gas, water and sewer, and internet and telephones used at the leased premises. LESSEE shall be responsible to pay its allocated portion of the cost of utilities and internet. LESSEE shall be responsible for excess utility consumption beyond normal office use. LESSEE shall be responsible for all telephone expenses incurred by LESSEE.

- XVI. Total Destruction of Leased Premises.** In the event of the total destruction of the leased premises by fire or otherwise, this Lease shall cease and LESSEE shall no longer be liable for rent.
- XVII. Partial Destruction of Leased Premises.** In the event of a partial destruction, by fire or otherwise, of the leased premises, such as to render it unsuitable for the intended use thereof, either of the parties hereto may, within forty-five (45) days from the date in which the damage occurred, terminate this Lease upon written notice to the other party. Such termination shall be deemed effective as of the date in which the notice of termination is received by the non-terminating party. If this Lease is terminated, the LESSEE shall no longer be liable for rent as of the effective date of termination. In the event this Lease is not terminated in accordance with this section, the LESSOR shall repair, restore, or rebuild areas of the premises so affected. While the repairs, restoration, or rebuilding is in process, LESSEE shall remain liable for rent.
- XVIII. Default and Re-entry.** If the LESSEE fails to pay rent when due; if LESSEE fails to use or continues to use the leased premises for the use authorized in Section I; if the LESSEE fails to perform any other obligations under this Lease within ten (10) days after receiving written notice of the default from the LESSOR; if the LESSEE makes any assignment for the benefit of creditors or a receiver is appointed for the LESSEE or its property; or if any proceedings are instituted by or against the LESSEE for bankruptcy (including reorganization) or under any insolvency laws, the LESSOR in addition to any other rights or remedies it may have, may terminate this Lease effective immediately upon delivery of notice of termination to LESSEE, re-enter and recover possession of the leased premises. In addition to the LESSOR's other rights and remedies as stated in this Lease, or available to it under Federal or State laws, rules and regulations, and without waiving any of those rights, if the LESSOR deems necessary any repairs that the LESSEE is required to make or if the LESSEE defaults in the performance of any of its obligations under this Lease, the LESSOR may make repairs or cure defaults and shall not be responsible to the LESSEE for any loss or damage that is caused by that action. The LESSEE shall immediately pay to the LESSOR, on demand, the LESSOR's costs for making repairs and curing any defaults, as additional rent under this Lease.
- XIX. Eminent Domain.** If the leased premises or a part thereof or any estate therein, or any other part of the LESSOR's property adjoining the leased premises materially affecting LESSEE's use of the leased premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. In the event of termination, the LESSEE shall no longer be responsible for paying LESSOR the rent required in Section II. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but LESSEE may file a claim for any taking of fixtures and improvements owned by LESSEE, and for moving expenses.
- XX. Vacate or Abandon the Premises.** The LESSEE shall not vacate or abandon the leased premises during the term of this Lease. If the LESSEE does vacate or

abandon the leased premises or is dispossessed by process of law or otherwise, this Lease shall terminate effective immediately and LESSOR may enter and recover possession of the leased premises and all improvements LESSEE or LESSOR has made thereto. The LESSOR may also take possession of and dispose at its discretion all property left at the leased premises more than thirty (30) days after the effective date of this Lease's termination.

- XXI. Signs.** All signs placed on the leased premises by the LESSEE shall be at the LESSEE's sole expense and in compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations, and approved by the LESSOR. The LESSOR reserves the right to construct its own signs, at its own expense, at the entranceways or any other locations within the leased premises.
- XXII. Waivers.** No failure or delay on the part of either of the parties to this Lease in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- XXIII. Amendments.** Modifications, amendments or waivers of any provision of this Lease shall be made only by written mutual consent of the parties hereto.
- XXIV. Subletting or Assignment.** The LESSEE may not sublet or assign this Lease without the prior written approval of LESSOR.
- XXV. Section Titles.** The titles of the sections set forth in this Lease are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Lease.
- XXVI. Complete Lease.** This Lease and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, including, but not limited to, prior leases, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.
- XXVII. Invalid/Unenforceable Clause or Provisions.** If any clause or provision of this Lease is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Lease. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the unenforceable clause or provision was rendered invalid or unenforceable.
- XXVIII. Certification of Authority to Sign Lease.** The people signing this Lease on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of the parties and that this Lease has been authorized by the parties.

COUNTY OF LEELANAU

By: _____ Date _____
Ty Wessell, Chairperson
County Board of Commissioners

BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT

By: _____ Date _____
Daniel Thorell, Health Officer

APPROVED AS TO FORM
FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: _____

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Leelanau #23-015

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT: Financial & Investment Policies
Administrator/Finance/Treasurer

Policy No. **7.12**

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SPECIFIC SUBJECT: Credit Card Policy

Adopted: 03/21/2000
Revised: 02/18/2014

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APPLIES TO: All Leelanau County Employees and Elected Officials

The Leelanau County Finance Director is responsible for issuing, accounting, monitoring, and retrieving all authorized County credit cards. The Chief Administrative Officer of Leelanau County shall be responsible for ensuring compliance with the credit card policy.

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Credit card purchases must be appropriate and reasonable and used only for direct County expenses.

The following policy will apply to all credit card users:

1. The employee authorized to use the County credit card may do so only for the purchase of approved goods or services for official County business. Such purchases (if applicable to the credit card) include airline tickets, hotel rooms, car rentals, meeting costs, business-related gasoline and other purchases directly related to items for official County business. Credit cards may be used to purchase approved business-related materials/supplies when the use of a purchase order is not accepted by the vendor.
2. County credit cards are to be used for official County business only. Under no circumstances will the County credit card be used for any personal expense.
3. All County credit card invoices must be approved by the respective department head and Board of Commissioners (post-audit) prior to payment by the County Finance/Accounting Department. Any credit card balances, including interest, shall be paid on or before each statement's due date. No balances will be carried forward.
4. All County credit cards must have the approval of the Board of Commissioners prior to being obtained and issued.

5. The County Finance/Accounting Department will review monthly invoices, and all charges must be backed up with a receipt. If no receipt is available, the individual making the charge will be required to reimburse the County for the charge. The receipt must include the following information:

- a. Description of goods or services purchased;
- b. Cost of the goods or services;
- c. Date of the purchase of the goods or services; and
- d. Official County business for which the goods or services were purchased.

6. All unreconciled charges will be reported to the Board of Commissioners on a monthly basis.

7. The user of the County credit card is responsible for its protection and custody and must immediately notify the Chief Administrative Officer and the Finance Director if the credit card is lost, stolen, or compromised in any way.

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8. Upon separation from service with the County, the user of the credit card must return it to the Leelanau County Finance Director.

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9. Violators of this policy will be subject to disciplinary action, up to and including termination and penalties authorized by law for the unauthorized use of a County credit card by a County officer or employee.

10. The Finance Director, in cooperation with the County Treasurer and Administrator, will maintain an active credit card user list.

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Regular Session, August 15, 2023

Draft Motion:

To enter into Closed Session:

I move that the Leelanau County Board of Commissioners enter into closed session to review a written attorney/client privileged legal opinion from Civil Counsel, per MCL 15.268(h).

(Requires a Roll-call vote)