#### **BOARD OF COMMISSIONERS MEETING**

Ty Wessell, Chairman

#### **NOTICE OF MEETING**

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, January 9, 2024, at 9:30 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan (Please silence any unnecessary cellular/electronic devices)

> 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 <a href="mailto:clerk@leelanau.gov">clerk@leelanau.gov</a>

(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**

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PLE	DGI	E OF ALLEGIANCE	
MC	ME	NT OF SILENCE/PRIVATE PRAYER	
RO	LL C	ALL	
API	PRO	VAL OF AGENDA / LATE ADDITIONS OR DELETIONS	
CO	MM	UNICATIONS, PROCLAMATIONS, PRESENTATIONS:	
	•	Administrator Update, Deborah Allen, Administrator	2 - 5
	•	Conservation District Update, Buzz Long, Director	
	•	Leland Dam Authority Update, Steve Christensen, Drain Commissioner	
PUI	BLIC	COMMENT (3 Minutes)	
CO	MM	ISSIONER COMMENTS	
AC	TIOI	N ITEMS	
	1.	Sheriff's Office – Acceptance of Anonymous Donation for Purchase of Medical Bags.	6 - 9
	2.	Conservation District, Approval of FY 2024 Work Orders –	
		a. Conservation Education and Technical Assistance (#1).	10
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	3.	Information Technology – Barracuda Essentials, Annual Maintenance Agreement.	13 - 15
	4.	Land Bank Fast Track Authority – Non-Program Income Use Resolution Discussion.	
	5.	Drain Commissioner – South Bar Lake Drainage District, Full Faith and Credit.	16 - 20
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	8.	Senior Services Advisory Committee Update.	
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		Broadband Project – DCS Technology Design, LLC; Agreement Point Broadband Fiber Holdings, LLC	
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		FOIA Appeal (Commissioner Lautner)	
	13.	Employee Culture/Climate Survey Recommendations.	
		a. Effective Board Governance Workshop	
		b. Discussion for "Moving Forward" – Next Steps	
		I. Administration:	
		1. Staffing Updates –	
		a. Executive Assistant	
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		c. Planning Director	49 - 56
		II. Finance:	
		a. Finance Committee proposed COW meeting – 1/24/2024	
		b. Staffing Update – Account Clerk(s)	
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		a. Approval of Board Rules and Committee Structure/Process.	57 - 74
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KE\	/IEV	V OF FINANCIALS	

SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES

**PUBLIC COMMENT** (5 Minutes)

#### **COMMISSIONER COMMENTS**

#### **APPROVAL OF FINANCIALS**

- **Amendments & Transfers**
- Miscellaneous Fund Transfers and Amendments
- **Claims and Accounts**
- Post Audit

#### **ADJOURNMENT**



#### MATERIALS MANAGEMENT PLAN APPROVAL PROCESS WITH FLOWCHART

This document outlines the steps taken to develop and approve a Materials Management Plan (MMP) and grant eligibility, after the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Director initiates the MMP development process (Part 115, Sections 11571–11576, 11580, 11587).

#### **GLOSSARY OF TERMS**

**Benchmark Recycling Standard (BRS):** a recycling curbside and drop-off access standard that each planning area must meet within the timelines identified in statute.

**County Board of Commissioners (BOC):** the elected governing body authorized to make policy decisions for the county, or the elected county executive, as appropriate.

**County Approval Agency (CAA):** the entity that assumes responsibility and is authorized to approve the MMP, by submitting a notice of intent for preparing the MMP. The CAA may be a county board of commissioners, all the municipalities in a county acting jointly, or a regional planning agency.

**Designated Planning Agency (DPA):** the agency and a specific individual of the agency designated by the CAA that shall serve as the primary government resource in the planning area for the administering and developing the MMP. "DPA" does not mean a regional planning agency, unless the CAA identifies the regional planning agency as the DPA.

**Disposal Area:** a facility that accepts solid waste for disposal, or handling prior to disposal, such as a landfill, incinerator, or solid waste processing and transfer facility.

**Diverted Waste:** waste generated by households, businesses, or government entities that can lawfully be disposed of at a municipal solid waste landfill or incinerator but is separated from other waste for better management. Examples of diverted waste include batteries, pesticides, pharmaceuticals, light bulbs, sharps, mercury containing devices, hazardous materials, or liquid wastes.

**Managed Materials:** solid waste, diverted waste, or recyclable material.

**Materials Management Facility (MMF):** a disposal area, materials utilization facility, or waste diversion center.

**Materials Management Goal (MMG):** goals identified in an MMP that are measurable, objective, and specific to the planning area identified to divert recyclables and organics from disposal. These goals include the municipal solid waste recycling rate goal, the benchmark recycling standards identified in Part 115, and any additional material utilization and reduction activities identified by the MMP.

**Materials Management Planning Committee (MMPC):** a permanent body that is appointed by the CAA to direct the Designated Planning Agency in the preparation, coordination and ensures fulfillment of the MMP.

**Materials Utilization Facility (MUF):** a facility, such as a materials recovery facility, anaerobic digester, compost facility, or innovative technology facility that processes recyclable materials for conversion into raw materials, intermediate, or new products.

**Planning Area:** the geographic area included within a materials management plan.

**Regional Planning Agency:** Governor-appointed regions within the State for planning purposes. Refer to the <u>Michigan Association of Regions map</u> for geographical locations.

**Waste Diversion Center:** a facility designated for the purpose of receiving or collecting diverted wastes.

#### PLAN DEVELOPMENT AND APPROVAL PROCESS

- STEP 1. NOI is filed and the responsible entity becomes the CAA within 180 days of EGLE's request. If an NOI was not filed by the BOC, the municipalities or RPA can request an extension from EGLE to allow the parties an opportunity to determine who will file the NOI with an EGLE approved extension.
  - If an NOI was filed, continue to Step 2.
  - If an extension was requested by the municipalities or RPA from EGLE and approved by EGLE, continue to Step 2.
  - If an extension was not requested or an NOI was not filed, EGLE shall prepare the MMP. The EGLE prepared MMP is final, and the process ends.

The CAA has a total of 36 months from the date an NOI is filed to complete its portions of the process.

- **STEP 2.** After the NOI is submitted, the following must be completed:
  - The CAA establishes the DPA. The CAA will have the option to identify a DPA while filing its NOI. This is highly recommended to give the DPA ample time to complete the remaining tasks. However, the CAA has up to 120 days to officially appoint their DPA.
  - Within 180 days: The CAA appoints the MMPC; the DPA will draft the Work Program; the MMPC approves Work Program and submits the Work Program to EGLE; EGLE approves the Work Program. All tasks must be completed within this 180-day given timeframe.

The CAA is grant eligible once an NOI is filed, a DPA and MMPC have been appointed, and a Work Program has been approved by the MMPC and EGLE. It is recommended to begin MMP drafting and development while waiting for MMP grant distribution, to ensure the 36-month total timeframe is met.

**STEP 3.** The MMP is drafted.

- **STEP 4.** The MMPC approves the draft MMP.
- **STEP 5.** The MMP goes to public comment for a minimum of 60 days. During this time, a public hearing is conducted by the DPA.
  - The public hearing notice shall be published at least 30 days prior to the public hearing date. Documentation must be provided to EGLE.
- STEP 6. Once the public comment period and hearing are completed, the DPA has 30 days to revise the draft MMP based on comments received and send the draft MMP back to the MMPC for approval, if applicable.
- **STEP 7.** The MMPC approves the MMP by majority vote within 30 days after the DPA has sent the revised draft MMP back for final approval.
- **STEP 8.** The CAA must approve or reject the MMP within **60 days** after the MMPC has approved the MMP.
  - If the CAA approves the MMP, continue to Step 9.
  - If the CAA does not approve the MMP within **30 days,** the CAA sends the MMP back to the MMPC with objections.
    - o The MMPC then responds to the CAA within 30 days.
    - The CAA acts on the MMP.
      - ✓ If the CAA approves the MMP, continue to Step 9.
      - ✓ If the CAA does not approve the MMP, the CAA prepares its own MMP, then continues to Step 10.
- **STEP 9.** Within **10 business days** of CAA approval, the DPA sends the MMP to all municipalities in the County.

- **STEP 10.** Municipalities are given **120 days** to approve or reject the MMP.
  - Only those municipalities that voted within the 120 days will count toward approval or rejection of the MMP. All municipalities that have not responded within the 120-day timeframe will NOT count toward the 67 percent.
  - If 67 percent of the municipalities that acted on the MMP within 120 days approve of the plan, continue to Step 11.
  - NOTE: 67 percent of the municipalities that respond to the vote must approve the MMP.
  - If 67 percent of municipalities that voted within 120 days do not approve the MMP, then EGLE will prepare the MMP, it will be final, and the process ends.
  - NOTE: ALL tasks to this point must be completed within **36 months.**
- **STEP 11.** 30 days after the municipalities review and approve the MMP, the DPA shall submit the MMP to EGLE for final review, continue to Step 12.

After the MMP is submitted by the DPA, EGLE has 180 days to review. The review can be extended by another 90 days if modifications are needed to bring the MMP into compliance with Part 115.

- **STEP 12.** If EGLE approves the MMP, the MMP is final, and the process is complete. If EGLE does not approve the MMP, EGLE may prepare or modify the MMP, and the process continues to Step 13.
- STEP 13. EGLE submits the MMP to the CAA. If the CAA approves the EGLE modifications of the MMP, the MMP is final, and the process is complete. If the CAA does not approve the EGLE modifications to the MMP, EGLE prepares the final MMP, and the process is complete.

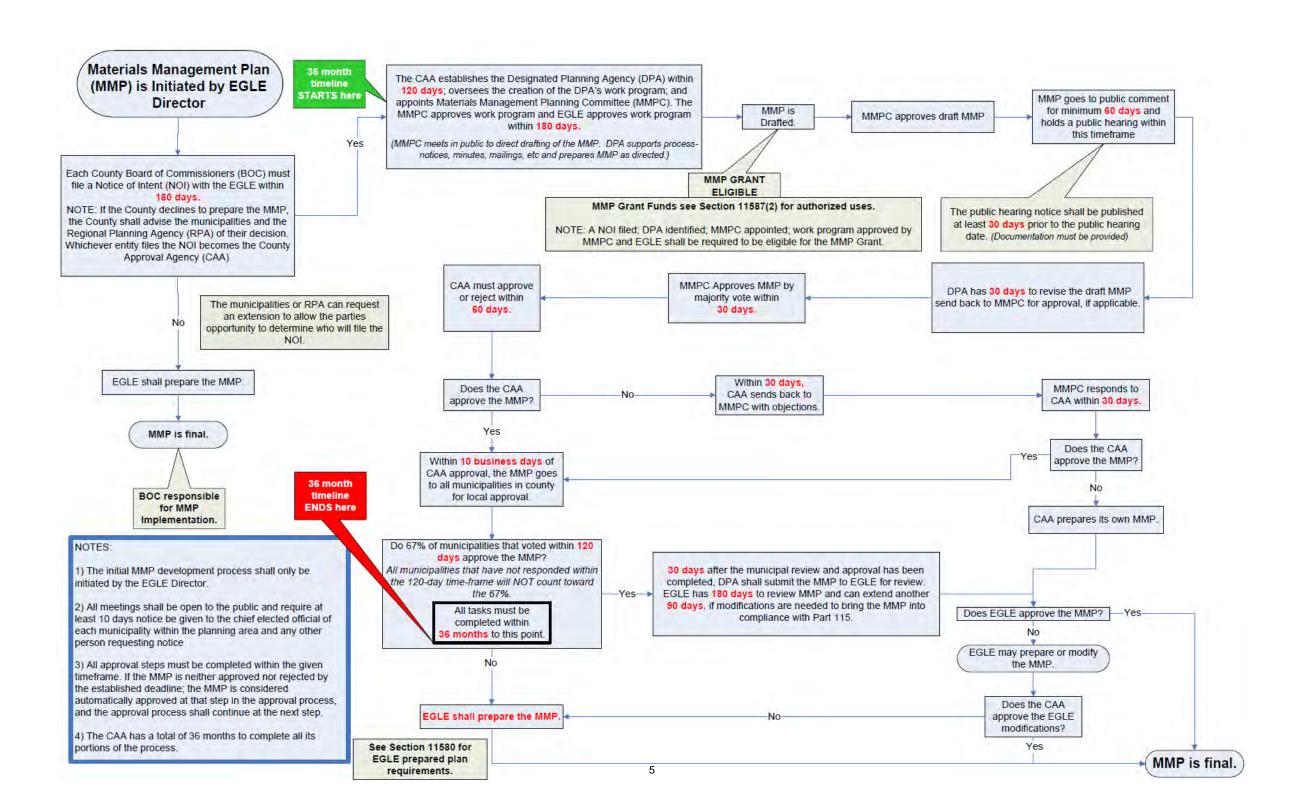
#### **NOTES**

- All meetings shall be open to the public and require at least 10-day notice be given to the chief elected official of each municipality within the planning area and any other person requesting notice.
- All approval steps must be completed within the given timeframe. If the MMP is neither approved nor rejected by the established deadline, the MMP is considered automatically approved at that step in the approval process, and the approval process shall continue at the next step.
- The CAA has a total of 36 months to complete all its portions of the process.

#### EGLE PREPARED MATERIALS MANAGEMENT PLAN REQUIREMENTS

- Materials utilization facilities or solid waste processing and transfer facilities are automatically found to be consistent with the MMP if they: (1) are exempt from permit and license requirements; (2) comply with local zoning requirements; and (3) that are identified in the MMP.
- The MMP cannot approve any non-contiguous additional solid waste landfill disposal capacity unless the BOC has shown a demonstrated need (Section 11509(9)).
- The MMP shall require all haulers servicing the planning area, per Part 115, to provide recycling access per the Benchmark Recycling Standard.

An EGLE prepared MMP will not contain a requirement for additional siting criteria or the criterion that the Host Community provides an approval for the development of any facility.



## **EXECUTIVE DOCUMENT SUMMARY**

Department: Sheriff's Of	fice	Submittal Dates			
Contact Person:	11 1 1 100 1 100	Select Meeting Type: Executive B	Board		
	231-256-8602	Date of Meeting:	01/09/2024		
Financial/Sourc	e Selection Method	Vendor: Bound Tree			
Select One: Select One	e 				
Other: Donation / Pu	rchase	Address/ 5000 Tuttle Crossing Blv Phone: Dublin OH 43016	rd.		
Account No.: 674.000 /1	01-225.301-727.004	Dublin, OH 43016			
CIP Project?		Possintian: Danation Assentan			
If Grant, Match Account No.: _		Description: Donation Acceptance			
Budgeted Amount:	\$ 0.00 Cor	ntracted Amount:	\$ 12,000.00		
	Document	Description			
Request to Waive Board Policy of	on Bid Requirements Financial Rev	iew Completed	Official Authorization		
In early December, prior to the holidays, the Sheriff's Office was contact by a private citizen from Ohio, who has property and ties to Leelanau County, about making a donation to the agency. The citizen was very specific that they wanted to make a donation for something specific that may be needed and not a general monetary one. Upon some short discussion, it was determined that Medical bags carried by Law Enforcement in their patrol vehicles may be a good option. The current medical bags carried by deputies are a mix and match with the majority of them being used since their purchase sometime around 2008. They are very small and rarely contained the items most needed by our first responders when handling emergencies. Replacing these had also been previously discussed as a future need. A quote was sought through our vendor and supplied to the private citizen. Much to our surprise, they agreed and immediately cut a check to cover the entire purchase.					
and then turn around and u These bags were originally member of the Michigan St	ise the funds to purchase twenty- designed, stocked and built by E ate Police. If approved, these ba allow them to act adequately duri	to approve the acceptance of this very g five (25) new medical bags from Bound Bound Tree Medical as a standard issue ags will be assigned to every member of ng emergency responses and provide ca	Tree Medical. item for every the Law		
101.000.000.674.000. The	purchase of the bags for \$11,99	the general Sheriff donation revenue acc 7.66 would then be paid for using the Sh er of \$2.34 staying within that fund for la	eriff donation		
It should be noted that the	party making the donation has w	ished to remain anonymous.			
	er from private party and check and Tree Quote for Twenty-five (25	5) new, stocked medical bags			
amount of \$12,000.00, m	at the County Board of Comm nade to the Sheriff's Office and	issioners accept the anonymous don I then in turn allow the Sheriff to purc not to exceed \$11,997.66; funds to co	chase twenty-five		

Department Approval: Undersheriff James C. Kiessel Digitally signed by Undersheriff James C. Kiessel Date: 2023.12.14 08:23:24-0500' Date: 12/14/2023

Leelanau County Sheriff's Office ATTN: Undersheriff James Kiessel 8525 E. Government Dr. Suttons Bay, MI 49682 To Whom It May Concern, Enclosed you will find a check made payable to your organization. I admire your work in the community and your diligent efforts to improve the world around us. I am honored to present you with this contribution and hope that it will help provide you with the resources you need to continue your endeavors. You can be assured that your efforts are greatly appreciated not only by me but by most members of this community. I look forward to seeing the continued progress you will make in the near future. Warm Regards, 798 DATE 12/7/23 Leclanau County Sheriff Dept. 12,000.00 Twelve Thousand %/100 DOLLARS Security Feature Included. RAYMOND JAMES® UMB Bank, N.A. FOR DONation for Medical Bogs



#### Quotation

Quotation#: 12/07/2023

Account Number:105277 BILL-TO

Leelanau County 8525 E Govermental Center Ave Suttone Bay MI 49682

Ship Method: BEST WAY

Payment Terms: TBD

Contact Name . Phone Number .

SHIP-TO Leelanau County Sheriff's Office 8525 E Govermental Center Ave Suttone Bay MI 49682

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
NAR10-0037	2/PK	HyFin Vent Chest Seal Twin Pack, 6 in H x 6 in W 2/pk	25	\$ 17.58	\$ 439.50	06/30/2024
1880-13022	1/EA	Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass	50	\$ 28.94	\$ 1,447.00	06/30/2024
G1092	1/EA	SWAT-TOURNIQUET, TACTICAL BLACK 100EA/CS	50	\$ 11.32	\$ 566.00	06/30/2024
1214-35034	1/EA	QuikClot Combat Gauze, LE Z-Fold, 3 inch x 4 yards, Black Packaging	25	\$ 41.96	\$ 1,049.00	06/30/2024
G1288	1/EA	EMERGENCY TRAUMA DRESSING (EDT), 6 IN X 70 IN, STERILE	25	\$ 7.82	\$ 195.50	06/30/2024
G1212	1/EA	GAUZE, S ROLLED, 4.5 IN X 4.1 YD, STERILE	25	\$ 2.64	\$ 66.00	06/30/2024
1212-12102	100/BX	LTD QTY - Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply, 100PK/BX 12BX/CS	3	\$ 2.32	\$ 6.96	06/30/2024
660274	1/PR	SAFETY GLASSES, V20 PURITY, CLEAR ANTI- FOG LENS KIMBERLY CLARK 12PR/CS	25	\$ 3.05	\$ 76.25	06/30/2024
1121-36552	10/BX	Curaplex Elastic Bandage, 4 in, Latex Free 10pk/bx 5bx/cs	5	\$ 7.77	\$ 38.85	06/30/2024
J2051	1/EA	BANDAGE TRIANGULAR 40 IN X 40 IN X 56 IN 12EA/BG 20BG/CS	25	\$ 0.64	\$ 16.00	06/30/2024
661109	1/EA	Splint, SAM, Gray, Rolled, 4.25 in x 36 in 60ea/cs	25	\$ 9.99	\$ 249.75	06/30/2024
1110-14007	12/BX	Curaplex Cloth (Silk) White Adhesive Tape, 1 in x 10 yds 12/bx, 12bx/cs	3	\$ 9.70	\$ 29.10	06/30/2024
1110-14008	6/BX	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 2 inch 6/bx, 12bx/cs	5	\$ 10.06	\$ 50.30	06/30/2024
1122-14958	100/BX	Curaplex Fabric Adhesive Bandage, 3/4in x 3in, 100/BX 60BX/CS	5	\$ 2.10	\$ 10.50	06/30/2024
S3508	1/EA	SOLUTION EYE FLUSH 4OZ 1/EA 48EA/CS	25	\$ 3.20	\$ 80.00	06/30/2024
2811-05524	1/EA	Curaplex EMS Shears, Black, 7.25in 1/EA 200EA/CS	25	\$ 1.00	\$ 25.00	06/30/2024

9280	1/EA	Dressing, Trauma, 12 in x 30 in, Sterile 50ea/cs	50	\$ 1.73	\$ 86.50	06/30/2024
660235	1/EA	BLAST BANDAGE	25	\$ 10.99	\$ 274.75	06/30/2024
2442-BVMPSA	1/EA	Curaplex Select Sm Ad/Ped BVM Manometer PEEP Bacterial Filter 10EA/CS	25	\$ 18.90	\$ 472.50	06/30/2024
R3119	1/EA	Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe, 24ea/cs	25	\$ 2.74	\$ 68.50	06/30/2024
290116	1/EA	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	25	\$ 0.12	\$ 3.00	06/30/2024
64250	1/EA	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	25	\$ 1.98	\$ 49.50	06/30/2024
1432-67000-T	1/EA	Curaplex Hot Pack - Large 1/EA 50EA/CS *HAZMAT*	50	\$ 0.66	\$ 33.00	06/30/2024
1431-77000-T	1/EA	Curaplex Cold Pack - Large 1/EA 50EA/CS	50	\$ 0.63	\$ 31.50	06/30/2024
1350-53205	25/BX	Triple Antibiotic Ointment w/Bacitracin, Neomycin, Polymyxin B, 0.9gm UD 25/bx	5	\$ 7.39	\$ 36.95	06/30/2024
12188	1/EA	Dressing, ABD Combine, Curity, 5 in x 9 in, Non-sterile 880ea/cs	50	\$ 0.16	\$ 8.00	06/30/2024
2521-HFPBB	1/EA	Haynes First Responder Bag, Black (Bag + Modules)	25	\$ 263.51	\$ 6,587.75	06/30/2024

**Quote Total** \$11,997.66

Comments:			

#### Dan O'Brien

Boundtree | Account Manager- Michigan 5000 Tuttle Crossing Blvd. | Dublin, OH,43016 Phone: (810) 278-3878 | Fax: dan.obrien@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart or call (800) 533-0523 fax (800) 257-5713

Bound Tree Medical | 5000 Tuttle Crossing Blvd., Dublin Ohio Telephone 800.533-0523



#### LEELANAU CONSERVATION DISTRICT

8527 E. Government Center Dr., Ste. 205 Suttons Bay, MI 49682 Phone: (231) 256-9783 Fax: (231) 256-7851

#### Work Order #1 - January 1, 2024

#### Conservation Education and Technical Assistance

The District will provide educational opportunities and informational materials designed to promote the wise use of our natural resources. This will be done through free landowner site visits, office visits and phone calls requesting information on numerous natural resource issues. We will also provide information through newsletters and news articles, workshops and presentations to local groups and schools. The District will hold plant sales providing a place for landowners to obtain conservation plant materials not normally available. We will participate and partner with environmental groups, farm organizations, government agencies and the Tribe. We will provide a No-till seeder for landowners to rent. The District will also provide plant, insect and disease identification and invasive plant species assistance. Staffing and other administrative activities relating to the Conservation District will also be addressed through this work order. Through these efforts we will able to carry out the mission of the Leelanau Conservation District.

#### **Resources Requested**

Financial – Leelanau County - \$43,000.00

#### **Contacts**

Buzz Long – Executive Director
Karen Long – Administrative Assistant
Steve Christensen – Soil Erosion Officer
Tom Adams – Natural Resource Specialist
Alex Ryktarsyk – Natural Resource/Soil Erosion Technician
Ellie Johnson - Forester
Adam Brown – MAEAP Technician

#### Work Order Approvals:

Leelanau Conservation District	Leelanau County Board of Commissioner
James Lanton	
Signature	Signature
12-6-23	
Date	Date



#### LEELANAU CONSERVATION DISTRICT

8527 E. Government Center Dr., Ste. 205 Suttons Bay, MI 49682 Phone: (231) 256-9783 Fax: (231) 256-7851

#### Work Order # 2 – January 1, 2024

#### Soil Erosion and Sedimentation Control

The Conservation District will provide technical assistance, secretarial support, office space and supplies for the enforcement of Part 91 of Act 451, the Soil Erosion and Sedimentation Control Law and the County Stormwater and Sediment Control Ordinance. Site visits will be completed for each permit application. All permits will be serviced in a timely manner to insure that needed erosion and sediment control is achieved during and after the earth change activity. Reports will be provided to the commissioners upon request.

NOTE: Permit fees are charged according to the fee schedule adopted on February 13, 2018 by the Leelanau County Board of Commissioners. The Leelanau Conservation District receives and receipts 100% of the permit application fees.

#### Resources Requested

Work Order Approvals:

Financial – Leelanau Conservation District through collection of County approved permit fees.

#### **Contacts**

Steve Christensen – Soil Erosion Officer
Buzz Long – Executive Director
Karen Long – Administrative Assistant
Alex Ryktasyk – Natural Resource/Soil Erosion Technician

# Leelanau Conservation District Leelanau County Board of Commissioners Signature Signature Date Date



#### LEELANAU CONSERVATION DISTRICT

8527 E. Government Center Dr., Ste. 205 Suttons Bay, MI 49682 Phone: (231) 256-9783 Fax: (231) 256-7851

#### Work # 3 – January 1, 2024

#### Water Quality Monitoring

The Conservation District will provide a comprehensive water quality monitoring program through the Leelanau Conservancy. All field work and lab work will be contracted by the Leelanau Conservancy with oversight by the Conservation District. Sampling sites will be reviewed and approved by the Leelanau Conservation District. The Conservancy will provide the District with specific information on all testing completed. Reimbursement from the District to the Conservancy, up to a maximum \$5,000.00, will be provided through a signed agreement between the District and the Conservancy.

#### Contacts

Buzz Long - Executive Director

#### Resources Requested

Financial – Leelanau County - \$5,000.00

## Work Order Approvals:

Leelanau Conservation District	Leelanau County Board of Commissioners
Signature Squature	Signature
12-6-23	
Date	Date

## **EXECUTIVE DOCUMENT SUMMARY**

Department: Information	n Technology	Submittal Da	ites
•	3,	Executive Board Sess	sion
Contact Person: Liana Wilse		01/02/2024	
Telephone No.:		0 17 0 27 20 2 1	
Source Selectio	n Method	VENDOR:	
Select One			
Other:		Address/ Phone:	
Account Number (Funds to come from): 636-801	.000		
Budgeted Amount:	\$ 8,700.00	Contracted Amount:	\$8,700.00
	Document	Description	
Maintenance		Other	
software. This software is of for complying with FOIA red	ew our annual main our eMail spam and quests.	tenance agreement for the Ba virus filter as well as our eMai	il archival software
Recommendation: the annual	maintenance contrac \$8,700.00 from Rehm	ard of Commissioners to approv t for the Barracuda Essentials s nann, with funds to come from D	oftware in the

## Rehmann

# RTSQ083961 - Leelanau County - Barracuda Essentials - Compliance Edition - 1 Year Support Renewal Serial Number: 1178520 Renewal Term: Jan 25, 2024 – Jan 24, 2025





Prepared For:
Leelanau County
Liana Wilson - POC
8527 E Government Center Dr
Ste 101
Suttons Bay, MI 49682
P: (231) 256-8105

Prepared by: Rehmann Technology Solutions Tim Weber

**P**: 12316205410

E: tim.weber@rehmann.com

Date Issued: 12.08.2023 Expires: 01.25.2024

#### Barracuda Essentials - Compliance Edition - 1 Year Support Renewal

E: lwilson@leelanau.gov

Description	Price	Qty	Ext. Price
Barracuda Essentials - Compliance Edition - 1 Year Support Renewal Serial Number: 1178520 Renewal Term: Jan 25, 2024 – Jan 24, 2025	\$69.60	125	\$8,700.00
		Subtotal:	\$8,700.00

#### **Terms and Conditions**

Please contact me if I can be of further assistance.

Prices do not include shipping charges, fees, insurance, or applicable taxes. Unless noted, prices do not include labor or install charges. Payment terms are governed by the Master Services Agreement or if one has not yet been executed, the Terms and Conditions of this Quote.

This Quote constitutes an offer which may be accepted on the terms and conditions stated herein and is subject to any specifications, drawings, or additional terms by reference thereto or pursuant to any attached document. Any inconsistent terms or conditions contained in any form other than this Quote shall be of no force or effect. Any reasonable form of expression of acceptance by Buyer shall constitute acceptance exclusively of the terms and conditions stated in this Quote. Any monthly payment information provided is a proposal and is subject to credit approval. The proposal may provide an approximate monthly payment for hardware, software and services based upon the contract type and term in months. Any change in the amount financed will change this information. Pricing is valid for 15 days from the date the quote is initiated, except in the event that the provisioning manufacturer increases Rehmann's costs to impose on Rehmann any applicable price increase or tariff which goes into effect between the quote date and the date the quote is signed, in which case the applicable price to Client shall be automatically increased to pass along to the Client such increase.

To the extent any service items or changes contained in this quote amend any existing agreement provision or provided services between Rehmann and Client, such agreements are hereby amended by the signing of this quote. In all other regards, the original terms and conditions of such agreements shall remain in full force and effect until the expiration date(s) of their current term(s). Nothing contained in this quote shall be deemed to have amended any terms of either the Master Service Agreement or any Addendum.

If Client commits to purchase Rehmann Endpoint Protection Services via signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the terms and conditions governing Client's use of such services, which are incorporated herein by reference and available at:

https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service.

If Client commits to purchase any Microsoft-hosted Online Services ("Microsoft Online Services"), including Office 365 Services and Microsoft Azure Services, by signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the Microsoft Customer Agreement governing Client's use of Microsoft Online Services, which is incorporated herein by this reference and available at https://www.microsoft.com/licensing/docs/customeragreement.

If Client commits to purchase any Duo multi-factor authentication products, including Duo MFA, Duo Access, and Duo Beyond (the "Duo Products"), by signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the Duo Service Terms and Conditions governing Client's use of Duo Products, which are incorporated

QUOTE SUMMARY	Amount
Barracuda Essentials - Compliance Edition - 1 Year Support Renewal	\$8,700.00
Total:	\$8,700.00

Taxes, shipping, handling and other fees are not included and may apply. We reserve the right to cancel orders arising from pricing or other errors.



Rehmann Technology Solutions	Leelanau County
Tim Weber	
	Ty Wessell, Chairman, Leelanau County Bd. of Commissioners
Tim Weber Signature / Name 12/08/2023	Ty Wessell, Chairman, Leelanau County Bd. of Commissioners

## **EXECUTIVE DOCUMENT SUMMARY**

Department: Drain Commissioner	Submittal Dates					
Contact Person: Steve Christensen	<b>✓</b> Executive Board Session					
Telephone No.: 231-256-8263	01/09/2024					
Source Selection Method	VENDOR: n/a					
☐ Select One	VENDOR: 1114					
Other: Full Faith and Credit Request  Account Number (Funds to come from):	Address/ Phone:					
Budgeted Amount: \$ 0.00	Contracted Amount: \$425,000.00					
Document	Description					
☐ Select One	Other					
Request to Waive Board Policy on Bid Requiren	nents					
The South Bar Lake Drain Drainage District received bids from five contractors for this project on December 13, 2023, with Walton Contracting recommended as the lowest responsible bid.						
A Day of Review of Apportionments will be held on January 4, 2024, where all property owners and at-large entities (Empire Township, Village of Empire, MDOT and Leelanau County/ Leelanau County Road Commission) received notice of their total assessments that will be levied in order to fund the Drain project. There is a 10-day appeal period regarding the assessments after the Day of Review.						
As the first special assessment tax for this project, we are planning to get this on the tax roll in 2024 and if approved, will formally appear on the December 1, 2024, tax bills, with the first installment of the financed amount typically due on either June 1 or July 1 of 2025. We are working with a Financial Advisor (Paul Stauder, PFM Financial Advisors) to do this financing and plan to finance the overall cost of the work by getting a 10-year Note. At the Day of Review, we are showing a 5-year & 7-year average payment amount as well to gain feedback regarding these financing lengths to see if shorter would be preferred, since over approximately 90% of the 880+ total landowners assessments are approximately \$150 or less. We will begin the financing process once we receive Full Faith & Credit approval from the County Board of Commissioners.						
(continued on next page)						
Suggested Recommendation:  I move to recommend that the County Board of Commissioners approve Leelanau County Resolution #2024, Resolution Pledging the Full Faith and Credit of the County of Leelanau, Within Constitutional Limitations, for the Payment of the South Bar Lake Drain Drainage District Drain Note, as presented.						
Department Head Approval:	Date: 01/09/2024					

As part of the financing, it is common on Drain projects when financing them that the lending institutions ask the Drainage Districts to get Full Faith & Credit (FF&C) backing by the County on the financed amount borrowed by the Drainage District. FF&C backing by the County is simply another layer of financial security for the lending institutions in determining their interest rates on the Drainage District's Note terms; that should there be any shortfalls in payback of the Note via the levied assessments, then the County agrees to fund any shortfalls on the remaining Note. The only reason there would be shortfalls in payback over the 10-year Note would be if a significant percentage of properties within the Drainage District defaulted on paying their property taxes and properties went into foreclosure because of non-payment of their taxes. Even when that occurs, there is a process for collection of these special assessment drain taxes that further insulates the County.

The engineer for the project, Brian Cenci, P.E. of GEI Consultants, has managed close to 250 drain projects in Michigan over the last 20+ years and has never heard of a situation, even on projects he wasn't involved in, where the County's pledge of FF&C actually came into play. This is because if there are defaults, the drain special assessment tax is still be collected in the same manner as property taxes are if those are not paid (i.e., the banks don't immediately come to the County if there is shortfall, they go back to recoup on the property first and then within the District, even prior to the County if there is FF&C backing). FF&C backing is typically more of a concern in Drainage Districts where a large portion of the properties are economically challenged or had prior tax defaults. A County Treasurer's Office review of the properties in the South Bar Lake Drain Drainage District in 2021 (required in the Drain Code) found that less than 1% of the properties within the prior three years had ever not paid their property taxes.

The County Board providing FF&C on the District's financing simply allows the Drainage District to secure the lowest interest rate possible because Leelanau County has a very good credit rating. Voting yes or no on this resolution does not have any bearing as to whether the project moves forward or not. The project is moving forward with construction and the levying of assessments regardless if the County Board provides this FF&C or not. If the County Board were to vote "no" and not give FF&C backing on the tax-free municipal Note or Bond, then the Drainage District would likely still get the Note money but most likely would have to borrow the money at a much higher interest rate and thus residents would end up having to pay more for the project because of it being financed at a higher interest rate. Voting "yes" means that the residents and at-large entities (Empire Township, Village of Empire, MDOT and Leelanau County) will get the best interest rate possible for the District's financing of this Drain project.

\*NOTE: Any resident or at-large entity in the Drainage District can pay their assessment off (or a portion thereof) prior to financing of the project and not be subject to paying interest over the length of the borrowing.

#### LEELANAU COUNTY RESOLUTION #2024-\_\_\_

# RESOLUTION PLEDGING THE FULL FAITH AND CREDIT OF THE COUNTY OF LEELANAU, WITHIN CONSTITUTIONAL LIMITATIONS, FOR THE PAYMENT OF THE SOUTH BAR LAKE DRAIN DRAINAGE DISTRICT DRAIN NOTE

(Leelanau County, Michigan)

A regular meeting of the Board of Commissioners of the C (the "County"), was held at the Leelanau County Government Cente Dr., Suttons Bay Michigan 49682 onCommissioners were:	r, 8527 E. G	overnm	ent Center
PRESENT:			
ABSENT:			
The resolution set forth below was offered by Commissione	r		and
were supported by Commissioner	'		and

WHEREAS pursuant to a petition filed with the Drain Commissioner of Leelanau County, State of Michigan (the "Drain Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the construction and establishment of certain drain referred to as the South Bar Lake Drain Project (the "Project"), located in Leelanau County, and which is being undertaken by the South Bar Lake Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drain Commissioner; and

WHEREAS, the Drain Commissioner has determined that the Project is necessary for the protection of the public health, convenience or welfare, and in order to provide funds to pay the costs of the Project, the Drainage District intends to issue the Drain Note in an amount not to exceed \$425,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Note will be payable from assessments to be made upon public corporations and benefited properties in the Special Assessment District; and

WHEREAS, the Leelanau County Board of Commissioners (the "Board") may, by resolution adopted by a majority of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Note pursuant to Section 276 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Note will reduce the cost of financing the Project and will be a benefit to the people of the County.

WHEREAS, the Note is not a private activity bond for purposes of Section 141 of the Internal Revenue Code of 1986 (the "Code");

NOW THEREFORE BE IT RESOLVED BY THE LEELANAU COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- 1. The limited tax full faith and credit of the County of Leelanau is hereby pledged for the prompt payment of the principal of and interest on the Note in a par amount not to exceed \$425,000. In case of any deficiency in the assessments to be made to pay the principal of and interest on the Note as and when due, the County shall pay the amount of such deficiency out of its general funds as a first budget obligation and, if necessary, shall levy ad valorem taxes for such purpose against all taxable property within its limits, subject to constitutional and statutory limitations provided, however, that if it is necessary to reimburse the County for money, it is obligated to advance, it shall be the duty of the Drain Commissioner to at once levy an additional assessment as herein before provided as such an amount as will make up the deficiency pursuant to Section 434 of the Drain Code.
- 2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.
- The Drain Commissioner, the County Administrator, the County Clerk, the County Treasurer and any other official of the County, or any one or more of them ("Authorized Officers"), are authorized and directed to take all actions necessary or desirable for the issuance of the Drain Note and to execute any documents or certificates necessary to complete the issuance of the Note, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any certificates pursuant paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Note and to sign such documents and give any approvals necessary therefor. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.
- 4. All previous resolutions of the Board of Commissioners of the County, or parts thereof, that are inconsistent with this resolution, are hereby rescinded.

Discussion followed. A vote was thereupon taken on the foregoing resolution and the vote for each such resolution was as follows:

AYES:							
NAYS:							
A suffic	ient majorit	y having vot	ed therefor, th	ne resolutio	ns appearing	g above was	adopted.
STATE OF MICI	HIGAN )						
COUNTY OF LE	ELANAU	)ss )					
I certify Leelanau Cour meeting held meeting was g	nty Board of on the	Commission day of		h resolution	was duly a	dopted at a	regular
		<del></del>	1ichelle L. Croo	ker. Leelan	au County C	lerk	

#### **EXECUTIVE DOCUMENT SUMMARY**

EXECUTIVE DOCC	Despt. Co. (20.1) and the destination of the control of the contro
Department: Planning/Community Development	Submittal Dates
Contact Person: Steve Christensen	Select Meeting Type:
Telephone Number: 231-256-9812	Date of Meeting:01/09/2024
Financial/Source Selection Method	Vendor: Bay Area Recycling for Communities (E
Select One: Bid/RFP	
Other:	Address/ Phone:
Account No.:	
☐ CIP Project? As part of the financing, it ■	
If Grant, Match Account No.:	Description: Boards/Comm. Recommendation
Budgeted Amount: \$0.00 Co	ntracted Amount: \$ 425,000.00
Document	Description
Request to Waive Board Policy on Bid Requirements	view Completed Department Head/Elected Official Authorization
	!
Suggested Recommendation:	
I move to recommend that the County Board of Commander Agreement with Bay Area Recycling for Communities presented.	

## AGREEMENT FOR ELECTRONICS COLLECTION SERVICES

This Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_\_\_, 2024, by and between the COUNTY OF LEELANAU, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and BAY AREA RECYCLING FOR COMMUNITIES f/k/a Bay Area Recycling for Charities, a Michigan non-profit corporation whose business address is 466 US 31 South, Traverse City, Michigan 49685, (hereinafter referred to as the "Contractor").

#### **WITNESSETH:**

WHEREAS, the County Planning and Community Development Department (hereinafter referred to as the "Department") will conduct Household Electronic Waste ("HEW") collection events on behalf of Leelanau County (hereinafter referred to as the "Program"); and

WHEREAS, the Program will include the collection of electronic waste that must be sorted, packed, transported and disposed of using proper techniques, and must be processed by a firm licensed to transport and dispose of such waste; and

WHEREAS, the Contractor has the ability to arrange for the performance of these services; and

WHEREAS, the County accepts the Contractor's Proposal as received on May 18, 2023, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained,

**IT IS HEREBY AGREED** by and between the parties as follows:

#### 1. SERVICES TO BE PERFORMED.

A. CONTRACTOR. Contractor shall collect, load, process, and transport collected materials including, but not limited to, hair dryers, curling irons, weed trimmers, small refrigerant items, batteries, computers, printers, monitors, scanners, microwaves, toaster ovens, vacuum cleaners, phones, televisions, and radios and coordinate with its partners to recycle, refurbish or reuse the materials.

The collection sites shall consist of four locations SUTTONS BAY-LEELANAU COUNTY GOVERNMENT CENTER, 8527 E. Government Center Dr., Suttons Bay, MI 49682; PESHAWBESTOWN-PARKING LOT NORTH OF GAS STATION, 2580 N. West Bay Shore Dr., Suttons Bay, MI 49682; ELMWOOD TOWNSHIP-ELMWOOD TOWNSHIP PARK, 10163 E. Avondale Ln., Traverse City, MI 49684; and MAPLE CITY-GLEN LAKE COMMUNITY SCHOOL, 3375 W. Burdickville Rd., Maple City, MI 49664. The services shall be provided pursuant to the following dates with Contractor. The set-up time and the

community scheduled drop-off time shall be scheduled at a time mutually agreeable to the Parties at least thirty (30) days in advance, for each scheduled date.

Saturday April 20, 2024 **Suttons Bay** Monday April 29, 2024 **Peshawbestown** Saturday May 4, 2024 **Suttons Bay** Friday May 24, 2024 **Elmwood Township** Monday June 3, 2024 **Peshawbestown** Saturday June 15, 2024 **Maple City Friday July 12, 2024 Elmwood Township Friday July 19, 2024 Maple City** Monday July 22, 2024 **Peshawbestown** Friday August 16, 2024 **Maple City** Saturday September 7, 2024 **Suttons Bay** Saturday September 14, 2024 **Elmwood Township** 

As part of the services, Contractor agrees to perform, or cause to be performed, all necessary duties related to the pick-up, transportation, and disposal of the electronics collected. Such services shall include:

- 1) Provide all items needed for site set-up and operation, including but not limited to: sorting tables, packaging materials, safety equipment, safety glasses, gloves etc.
- 2) Coordinate, and manage the special 'satellite' collections at the different locations identified for each collection, for the full hours of operation.
- Provide containers for the collection of electronics, such as pallets, boxes and packing materials for transportation, and all other supplies and equipment necessary for the transporting and disposing of waste collected by the County.
- 4) Unload, package and load the collected electronics.
- 5) Supply verification of appropriate transportation licenses and of a treatment, storage and disposal facility license before the date of the first removal.
- 6) Supply verification of liability insurance, and any other insurance required by the County, before the date of the first removal.
- 7) Contractor shall be responsible for collecting all items that are nonelectronic (such as cardboard boxes and bags), and dispose of the items.
- 8) Contractor will identify all unknown materials to determine proper Department of Transportation shipping requirements.

- 9) Contractor must declare legal generator status once the materials are loaded onto the Contractor's vehicle.
- 10) Electronic waste shall be reused, refurbished, or recycled. When electronic waste is sent to other facilities for processing, Contractor will furnish the County with the names and locations of processing facilities for electronic waste.
- 11) Contractor shall maintain an orderly site with safe flow and passage of vehicles entering and exiting the collection area.
- 12) Provide the necessary personnel for each collection.
- Ensure that the driver of the electronics unit has a valid CDL license and is authorized to transport electronics and provides proof of same.
- 14) Ensure that all electronic materials collected during a collection are removed from the collection site within one (1) hour of the end of the collection and the site must be left clean.
- 15) Ensure that within thirty (30) days of each scheduled collection, the Contractor will complete and submit a report showing the types of materials collected, the total amount collected (in pounds or units), any materials that were reused or recycled, stripped down for parts, or disposed of, and any problems encountered during the collection.
- 16) Complete and submit an invoice to the Director for services rendered according to the prices shown in the Proposal (attached as <u>Attachment A</u> and incorporated by reference).

#### B. COUNTY.

- 1) Provide at least twenty (20) days' notice of collection date and times to community members.
- 2) Assume responsibility for publicity and advertising for each electronics collection.
- 3) Pay for services rendered according to the prices shown in the Proposal.
- **COMPENSATION.** It is expressly understood and agreed that the County shall pay the Contractor for the direct cost of services for collection events, at rates set forth in the Proposal. A copy of Contractor's Proposal is attached to this Agreement, labeled Attachment A, and made a part hereof. After each site collection event, the Contractor shall

submit an invoice to the County. Invoices, at a minimum, shall list the categories of items collected, the number of units of each item collected, and the total sum due for the collection being billed. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable within thirty (30) calendar days after the County has received the following:

- **A.** The invoice stating the Services have been completed on or before the date of invoicing and the total sum due.
- **B.** Verification of said completion from Inspector(s) (defined below) designated by the County pursuant to Section 3 of this Agreement.
- C. Before payment of the invoice, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

The work being billed shall be to the satisfaction of the County's Inspector(s).

3. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP,
AND INSPECTION OF WORK. The Contractor shall be responsible for examining the
Collection Site's existing conditions in order to gain full information under which the
work is to be carried out. Failure to do so shall in no way relieve the Contractor from the
necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker that the County deems incompetent or careless.

- **WARRANTIES.** The Contractor warrants that it meets all Federal, State and local licensing; certifications; and authorization requirements to perform all the work required by the Program.
- 5. <u>CLEANING UP</u>. The Contractor and its subcontractors shall at all times keep the Collection Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Complete clean-up and removal of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Services. Within 1 hour of the end of the Program, the Contractor shall remove all remaining waste material and rubbish from and about the Collection Site, as well as its tools, equipment, and machinery. If the Contractor fails to clean up during and at the completion of the Services, the County may do so and the cost thereof shall be charged to the Contractor, deducted from the Contractor's invoice.

- **PROTECTION OF PERSONS AND PROPERTY**. In addition to its obligations under Section 11 of this Agreement, the Contractor shall:
  - **A.** Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services.
  - **B.** Take all reasonable precautions for safety of, and provide all reasonable protection to prevent damage, injury, or loss to:
    - 1) All its employees at the Collection Site and all other persons who may be affected thereby.
    - 2) Other property at the Collection Site or adjacent thereto.
  - C. Give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
  - **D**. Erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and setting up barriers where needed.
  - E. Promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.
- 7. <u>COMPLIANCE WITH THE LAW AND OBTAINING PERMITS</u>. The Contractor and its subcontractors shall:
  - **A.** Comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations.
  - **B.** Secure and pay for all permits and governmental fees, licenses, and inspections necessary for the Services.
  - C. Comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, ("OSHA") and regulations promulgated pursuant thereto. If during the progress of the Program, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.

**D.** Be held responsible for the safety of their employees and/or volunteers and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Collection Site under this Agreement.

Breach of this Section shall be regarded as a material breach of this Agreement, In the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

- **8.** APPLICABLE LAW AND VENUE. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- 9. <u>NONDISCRIMINATION</u>. The Contractor, as required by law, shall not discriminate against an 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, sex, height, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, weight, marital status or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) 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.

Breach of this Section shall be regarded as a material breach of this Agreement.

#### 10. <u>INDEPENDENT CONTRACTOR</u>.

A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents, and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way 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 of the County. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages, and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes.

- **B.** The direction and supervision of the working forces rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.
- 11. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify, and hold harmless the County, and its elected and appointed officers, employees, and agents from all claims, damages, costs, law suits, and expenses that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of its officers, employees, agents, or subcontractors which may arise out of this Agreement. The Contractor's indemnification responsibilities under this Section shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.
- 12. <u>LIABILITY INSURANCE</u>. The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled <u>Attachment B</u>. The attached <u>Attachment B</u> is incorporated by reference into this Agreement and is made a part thereof. The Contractor shall also include an endorsement stating Glen Lake Community Schools and all of its elected and appointed officials, employees and volunteers, boards, commissions, and or/authorities, including employees and volunteers thereof, shall be additional insureds for purposes of this Agreement.
- 13. WAIVERS. No failure or delay on the part of either the County or the Contractor 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. In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
- **MODIFICATION OF AGREEMENT.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto. The Parties agree to review the terms of this Agreement after the final scheduled collection date of September 14, 2024.
- **ASSIGNMENT OR SUBCONTRACTING.** Neither party may assign or subcontract all or a portion of this Agreement without the prior written consent of the other party.
- 16. <u>PURPOSE OF SECTION TITLES</u>. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

- 17. <u>COMPLETE AGREEMENT</u>. This Agreement, the <u>Attachments A and B</u>, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 18. <u>AGREEMENT PERIOD</u>. This Agreement shall become effective and performance thereof shall commence on January 1, 2024 and, unless this Agreement is prematurely terminated as authorized in this Agreement, it shall continue through December 31, 2026. After the initial term, this Agreement may be renewed for two (2) successive one-year terms. All obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, either Party may terminate this Agreement by giving at least sixty (60) days written notice to the other Party. In the event this Agreement is prematurely terminated without cause as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section 2 of this Agreement. The County will not be liable for any costs incurred by Contractor for early termination.

19. <u>IRAN LINKED BUSINESS</u>. The Contractor has certified 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 2 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.

20. <u>SEVERABILITY OF INVALID PROVISIONS</u>. If any part of this Agreement is declared to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be

reimbursed for all services which it has provided under this Agreement up to the date of termination.

**21. 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 said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RECYCLING SERVICES.

COUNTY OF LEELANAU	BAY AREA RECYCLING FOR COMMUNITY			
By:	By:			
Ty Wessell, Chairman	(Signature)			
County Board of Commissioners	Name:			
·	(Print or Type)			
Date:	Title:			
	(Print or Type)			
	Date:			

N:\Client\Leelanau\Agreements\Bay Area Recycling for Community\2024 Service Agreement with BARC Electronic Disposal Agreement

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:

COHL, STOKER & TOSKEY, P.C. By: Jennifer L. Bliss

December 18, 2023

By: On:

## **ATTACHMENT A**

### PROPOSAL

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal to Leelanau County.	
Andword PRESIDENT Signature Title	
ANDREN GALE  Typed or Printed Name  O5   18   2023  Date	
Company Name: BAY AREA PECYCUNG FOR CHARITES	
Address: 466 US. 31 SOUTH, TRAVERSE CITY, MI 490BC	5
Contact Name: ANOREN GALE E-mail: ANOY @MYBARC. ORG	
Office Phone: 231-632-2272 Cell Phone: 231-884-3417	
CONFLICT OF INTEREST STATEMENT	
I hereby state that I have not communicated with, nor accepted anything of value from, any official or employee of the County of Leelanau or the Leelanau County Solid Waste Counci (SWC). By signing below, I declare that the Company has no proprietary, financial, professional or other personal interest of any nature or kind in any product, service, entity, and/or company that could be construed as influencing the review of this Proposal and/or the decision of the County,	
EXCEPT for the following:  AND REW GALE IS WRITENTY A MEMBER OF LEELANDY SWC.	
- BARC HAS DONE PAID EVENTS (MATTRESS ) CAROBARO) IN PAST	•
Signature PRESIDENT Title	
Typed or Printed Name  O5   18   2023  Date	
Company Name: BAY AREA RECYCLING FOR CHARITIES  Address: 466 US.31 SOUTH, TRAVERSE CITY MI 49685  Contact Name: ANDREW GAVE E-mail: AND CMY BARC. ORG	

This Form is REQUIRED to be submitted with your Proposal.

#### **DEBARMENT/SUSPENSION**

By signing below, I declare that the Company is not listed on a debarment list, and the Company is not suspended from providing the services as outlined in this proposal.

ANDICE PRESIDENT
Title

ANDICEN GAVE

05/18/2023

Company Name: BAY AREA RECYCLING FOR CHARITIES

Address: 466 US.31 SOUTH, TRAVELSE CITY MI 49685

Contact Name: ANNEW GALE E-mail: ANNOWNYBARC. ORG

Office Phone: 231-632-2212 Cell Phone: 231-884-3417

This Form is REQUIRED to be submitted with your Proposal.

#### Bid Sheet - This Form is REQUIRED to be submitted with your Proposal.

For each item listed, please respond in the column under 'Lump Sum', 'Cost per Unit' or 'Cost per Pound' or "We will collect this material for Free" or "We won't collect this material".

NOTE: The weight of each material listed, does NOT include packaging materials. If there is a cost for packaging materials, please list it in the chart below. The list below is not an exhaustive list of materials collected, but serves to provide an example of the types of materials collected at previous Electronics collection days. Please fill out 'Other' for any materials not listed below. Leelanau County wishes to collect electronics materials, and documents for shredding.

ITEM	COST	COST	COST	-	
	LUMP SUM	PER UNIT	PER POUND		
Planning and Assistance	-	-	_		
Mobilization/Demobilization and On-site Equipment	\$6,600	\$300 PER EVENT			
On-Site Labor:	_				
ELECTRONICS:	COST LUMP SUM	COST PER UNIT	COST PER POUND	WE WILL COLLECT FOR FREE	WE WILL NOT COLLECT THIS MATERIAL
TV's		_	\$ .30		27 - 17 - 17 - 12 - 12 - 12 - 13 - 14 - 14 - 14 - 14 - 14 - 14 - 14
Computers	_		0	***************************************	ter ( ex estant a manage & section )
Printers, scanners		-	# .25		
Keyboard, mouse		-	3.25	***************************************	
Hair dryers, curling irons		_	\$ . 25		The can be executed by
Phones, radios	_	-	9.25		
Microwaves, toaster ovens	_	-	\$ .25		
Vacuums	-	_	t ,25		1 ( + ( 1 ( + ( 1 ) +
Weed whipper, trimmer	_	_	\$ .25	<b></b>	
Materials for shredding	_	_	_		<b>V</b>
Small refrigerant items		\$ 20.00	-		
Batteries	-	-	\$2.00		**************************************
CRT unit	-	_	,30	3	oli anti di mandi di
Other (list)		_	<u> </u>		100000000000000000000000000000000000000
			**************************************		
Other charges (be specific)	<del></del> -			n en	***************************************
100000000000000000000000000000000000000					porto por transacto ajuntana (n. 1934

PLEASE CONTINUE ON ANOTHER PAGE, IF NECESSARY.

## **ATTACHMENT B**

## BOARD POLICY

GENERAL SUBJECT: Administration/General Policy No. 13

(County Administrator)

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 (<a href="https://www.ambest.com">www.ambest.com</a>) 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. <u>Contractor's Tools & Equipment</u>: 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. <u>Professional Liability (Errors and Omissions) Insurance</u>: [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. <u>Commercial General Liability Insurance</u>: 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. <u>Motor Vehicle Liability</u>: 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. <u>Deductibles:</u> The Contractor shall be responsible for paying all deductibles in its insurance coverages.
- 7. <u>Additional Insured</u>: 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. <u>Cancellation Notice</u>: 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. <u>Proof of Insurance Coverage</u>: 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.

P.O. Box 187 Bellaire, Michigan 49615

Phone: (231) 533-6265 Fax: (231) 533-8111 countyadmin@antrimcounty.org www.antrimcounty.org

Jeremy Scott

Administrator

Janet Koch **Deputy Administrator** 

Gayle Rider

Administrative Assistant

Margie Boyd Secretary December 22, 2023

VIA EMAIL TO:

Judge Robert A. Cooney, Chief Judge, 86<sup>th</sup> District Court, <u>districtcourt@86thdistrictcourt.org</u> Ms. Gwen Taylor, Court Administrator, 86<sup>th</sup> District Court, <u>gtaylor@86thdistrictcourt.org</u> Ms. Deb Allen, Administrator, Leelanau County, <u>dallen@leelanau.gov</u>

Mr. Nate Alger, Administrator, Grand Traverse County, admin@gtcountymi.gov

As you may already be aware, at their December 21 meeting, the Antrim County Board of Commissioners approved a resolution in support of combining the Antrim County Probate Court with the County's portion of the 86th District Court. Please consider this letter our contractual notice of Antrim County's withdrawal from the Intercounty District Court Operating Agreement for the 86th District Court, effective January 1, 2025, contingent upon legislative action.

While this may not have occurred in the timeline or in the way some of us would have chosen, I hope we are all able to work together to make this transition as smooth as possible should it come to fruition. In the interest and anticipation of this, we will be creating an ad hoc committee to work towards an implementation plan.

I want to express my appreciation for the 86<sup>th</sup> District Court as well as Leelanau County and Grand Traverse County. I have enjoyed working with each of you and look forward to doing so in the future.

Sincerely,

Jeremy Scott

**County Administrator** 

ecc: Terry VanAlstine, Chairman, Antrim County Board of Commissioners
Rob Hentschel, Chairman, Grand Traverse County Board of Commissioners
Ty Wessell, Chairman, Leelanau County Board of Commissioners
Jerome Kole, SCAO Region 4 Administrator
Sheryl Guy, Antrim County Clerk
James Rossiter, Antrim County Prosecutor
Paul Jarboe, Antrim County Managed Assigned Counsel
Teresa Ankney, Court Administrator, Antrim County Probate Ct & Family Division
Trina Giardin, Court Administrator, 13th Circuit Court

cc: Judge Robert A. Cooney, Chief Judge, 86<sup>th</sup> District Court
Judge Michael S. Stepka, 86<sup>th</sup> District Court
Judge Norman R. Hayes, Antrim County Probate Court & Family Division
Judge Kevin A. Elsenheimer, Chief Judge, 13<sup>th</sup> Circuit Court
Judge Charles M. Hamlyn, Chief Judge Pro Tem, 13<sup>th</sup> Circuit Court

### **EXECUTIVE DOCUMENT SUMMARY**

Department: Senior Services		Submittal Dates		
Contact Person:	Deborah Allen	Select Meeting Type: Exec	cutive Board	
Telephone Number:	231-256-8100	Date of Meeting:	0.110010001	
Financial/Source Select	ion Method			
Select One: Select One		Vendor:		
Other: Millage		Address/ Phone:		
Account No.:		T. Horico		
CIP Project?				
If Grant, Match Account No.:		Description: Renewal		
Budgeted Amount:	Co	ontracted Amount:		
	Document	Description		
Request to Waive Board Policy on Bid Requ	uirements Financial Re	view Completed Department Head	d/Elected Official Authorization	
On 12/21/23 the Senior Service Adcommittee meeting, a formal recommond like to recommend renewing (two) years.	mmendation was not m	ade to the executive board regard	ding the millage renewal. I	
Leelanau County Senior Services coresiding in Leelanau County. Leelan millage rate is restored to the previyear (based on the 2023 County tax and initiatives that enhance the we of these essential services, address	au County's senior pop iously voted .320, we w cable value). The existin Il-being of our senior po	ulation is 42% (ACS 2022), with a ill bring in approximately \$1,154, g millage has proven instruments opulation. Renewing this millage w	2-3% annual growth. If the 944.00 in the first calendar al in supporting programs will ensure the continuity	
The proposed duration of two years with changing demographics and exto sustaining vital services while be growth per year we have seen with place to ensure we can effectively respectively.	volving needs. The sugg ing mindful of fiscal res out risking outgrowing	ested levy of .320ths Mill reflects ponsibilities. It will allow us to acc the current infrastructure. We ha	s a balanced commitment commodate the 2-3% ave specific measures in	
Over 4 years, our county faces the ris indicative of a thriving community services. If left unaddressed, this sc senior community and may result in	y, is also raises concern enario could lead to cha	s about the potential to outpace tallenges in adequately meeting th	the capacity of existing	
		*		
Suggested Recommendation: I move to recommend that the Co	ounty Board of Comm	iissioners approve a Senior Se	ervice millage renewal to	
appear on the August 2024 ballo years, covering the period from 2	t. This renewal propo	ses a levy of .320ths Mill for a	duration of two (2)	

Department Approval: Lena Vander Meulen Digitally signed by Lena Vander Meulen Date: 2024.01.03 09.51:00 -06'00'

Date: 01/03/2024



### LEELANAU COUNTY SENIOR SERVICES

### Lena Vander Meulen, Director

8527 E. Government Center Drive, Suite 106 Suttons Bay, MI 49682

Phone: (231) 256-8121 Fax: (231) 256-8129

To: Board of Commissioners/Senior Services Advisory Committee

From: Lena Vander Meulen

Subject: Projected revenues-Leelanau County Senior Services Millage

Date: 12/20/23

Below are the most recent projected revenue estimates based on the current LCSS millage and increased millage rates times the 2023 County taxable value of \$3,609,202,761.

MILLAGE	<b>ESTIMATED REVENUE</b>
.3134	\$1,131,124
.320	\$1,154,944
.325	\$1,172,990
.340	\$1,227,128
.345	\$1,245,174
.350	\$1,263,220

### **EXECUTIVE DOCUMENT SUMMARY**

Department: Senior Services		Submittal Dates		
	Dahasah Allasa	Select Meeting Type: Executive Board		
Contact Person: Telephone Number:	004 050 0400	Date of Meeting: 01/09/2024		
		Sate of Meeting.		
Financial/Source Se	lection Method	Vendor: American Society on Aging		
Other: ASA Conference	Out of State Travel	Address/ Hilton San Francisco Union Square		
Account No.: 281.000000-8		Phone: 333 O'Farrell Street		
	00.000 and 900.000	San Francisco, CA 94102		
CIP Project?  If Grant, Match Account No.:		Description: Out-of-State Travel		
	Ø 4 000 00	CAC TO IND		
Budgeted Amount:		ontracted Amount:		
		t Description		
Request to Waive Board Policy on Bio	Requirements Financial Re	eview Completed Department Head/Elected Official Authorization		
Society on Aging 2024 confessor Francisco, California. The accommodations will cost \$20 expenses related to travel at the cost of the conference with the cost of the	erence to be held the wee he cost of attending the c 220.00 per night at the Hi nd meals as well.	send Care Coordinator Gail Carlson to the American ek of March 25th, 2024 through March 28th, 2024 in conference is \$695.00 per person. The hotel Iton San Francisco Union Square. There will also be Senior Services Fund, Education account		
281.000000-960.000.				
281.000000-860.000	es will come out of Fund	281 Senior Services Fund, Travel account		
Estimated Expenses: Conference fees for 1 perso 4 night hotel stay: \$880.00 p Airfare-the estimated costs of Additional expenses for food	ilus tax vill fluctuate. Approximate	ely \$950.00 per person		
Suggested Recommendation:				
I move to recommend that the attend the American Society	On Aging 2024 conferen	missioners approves Gail Carlson, Care Coordinator to ace to be held March 25th-28th in San Fransisco, Educations and Travel accounts.		

Department Approval: Lena Vander Meulen Digitally signed by Lena Vander Meulen Date: 2024.01.02 4241:17 -05'00'

Date: 01/02/2024

#### **LEGAL SERVICES CONTRACT**

THIS CONTRACT, made and entered this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20244, by and between LEELANAU COUNTY, a municipal corporation, whose address is 8527 East Government Center Drive, Suite 101, Suttons Bay, Michigan 49682-9718 (hereinafter referred to as "County"), and COHL, STOKER & TOSKEY, P.C., whose address is 601 North Capitol Avenue, Lansing, Michigan 48933 (hereinafter referred to as "Contractor" or "CST").

#### WITNESSETH-:

WHEREAS, Leelanau County desires to enter into a contract to retain the law firm of COHL, STOKER & TOSKEY, P.C. as civil counsel for the County of Leelanau; and WHEREAS, the Contractor desires to perform legal services for Leelanau County.

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

- 1. Beginning on June 1, 20241, the sum of \$82,681.0077,156 per year, to be paid pro rata on a monthly basis, shall be paid to the Contractor for the following legal services:
  - a) Answer to requests for legal opinions, in writing and verbally;
  - b) Provide legal advice on the Open Meetings Act, the Freedom of Information Act, MCL 46.11, and Leelanau County Board rules and procedures;
  - c) Draft and review any requested ordinances;
  - d) Draft, review and negotiate county contracts and leases;

Commented [MN1]: This represents a 3% increase from the current amount of \$80,273/yr.

- e) Review and redraft various County policies which would include, by way of example, Personnel Manual, Family Medical Leave, IT Policy, Harassment Policy, ADA Accommodation Policy, etc.;
- f) Land use, planning and zoning;
- g) Environmental law, including solid waste regulations;
- h) Building Code issues and enforcement;
- Building Department matters, including site location for towers and enforcement issues;
- j) Brownfield matters, including grant subcontract review and land contract forfeiture:
- k) Review and/or prepare millage ballot questions;
- I) Election issues;
- m) Tax assessment, equalization and collection issues, and Michigan Tax Tribunal disputes;
- n) Register of Deed issues, including automation fund and recording requirement issues;
- o) Clerk issues, including DBAs, marriage license issues;
- p) Treasurer issues, including tax collection issues;
- q) Senior Services matters, including policy reviews;
- r) Labor law issues, including Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, civil rights, harassment, and other labor laws and regulations;
- s) Assist and handle all union grievances up to arbitration;
- t) Handle Union contract negotiations through the mediation process;
- Legal services to Board of Commissioners, County Clerk, Drain Commission, Prosecutor, Register of Deeds, Sheriff, Treasurer, Administration, Accounting, Building Safety, Senior Services, Emergency Management, Equalization, Information Technology, Planning, MSU Extension, and Veterans Affairs;

- v) Attend up to ten (10) Board and/or Committee meetings per twelve (12) month period as part of our fixed fee. Any additional meetings would be charged at our normal hourly rate.
- W) Upon request, provide an "in-service" training session for newly elected Board of Commissioners and other workshop training for supervisors/department heads. Present a workshop for supervisors on how to properly discipline employees.
- 2. The sum of \$195.00 181.00 per hour effective June 1, 20241, \$185.00 per hour effective June 1, 2022, and \$189.00 per hour effective June 1, 2023, shall be paid to the Contractor for any other matters not specifically mentioned above, including, but not limited to, grievance arbitrations, MERC Fact Finding, Act 312 Arbitration, and court litigation.
- The County shall reimburse the Contractor for its costs, such as filing fees, deposition fees, copies, postage, long distance telephone charges, and computer research.
- 4. The yearly fee (\$82,681,1977,156.00 effective June 1, 20241) shall be paid at the rate of one-twelfth (1/12) of that fee per month. The yearly fee shall be increased by 2% effective June 1, 20252, to \$85,161.0078,699.00, and effective June 1, 20263, to \$87,715.0080,273.00. All legal matters not covered by the fixed fee, if any, shall be paid on a monthly basis pursuant to invoices submitted for those services.
- 5. The Contractor shall commence performance of the services required of it hereunder on the 1st day of June, 2024, and shall continue through the 31st day of May, 20264, except as noted below. [OPTIONAL: The Contract will continue on annual basis

Commented [MN2]: We are proposing this rate for the period of June 1, 2024 to May 31, 2026

Commented [MN3]: This is +3%.

Commented [MN4]: This is +3%

thereafter and on or after January 1, 2026, and each successive January that the Contract is in place, the yearly compensation will be reviewed between the parties for the upcoming Contract term. Notwithstanding any contrary provision, either party may terminate this Agreement upon one hundred twenty (120) calendar days' prior written notice.

- 6. It is expressly understood and agreed that the Contractor is an independent contractor. The personnel employed by the Contractor shall in no way be deemed to be and shall not hold themselves out as employees of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contractor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper federal, state and local governments. The Contractor shall also be responsible for providing its personnel with workers' compensation and unemployment compensation coverage, as required by law.
- 7. Contractor will furnish to the County a certificate of insurance providing for a commercial general liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000), to include but not be limited to personal injury, bodily injury, property damage, and contractual liability. CST will also furnish the following certificates of insurance coverage to the County: (1) a certificate of insurance providing for professional liability insurance in an amount of at least \$1,000,000 per claim and

\$1,000,000 aggregate; and (2) a certificate of insurance covering workers' compensation for CST's employees.

8. The Contractor, as required by law, shall not discriminate against an 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, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this subsection shall be regarded as a material breach of this Contract, and in the event the Contractor is found not to be in compliance, the County may terminate this Contract effective as of the date of delivery of written notification to the Contractor.

9. In the event the interests of the County and interests of other clients become directly adverse in connection with any pending matters, such conflicts will be discussed and resolved pursuant to the Michigan Rules of Professional Conduct. All information communicated between the County and CST within the attorney-client privilege will be and remain confidential, and will not be disclosed by CST, consistent with the Michigan Rules of Professional Conduct and applicable law.

10. The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Contract in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event that any action is brought

under this Contract in Federal Court, the venue for such action shall be the Federal Judicial

District of Michigan, Western District, Northern Division.

- Modifications, amendments, or waiver of any provisions of this Contract may be made only by the written mutual consent of the parties hereto.
- 12. If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

LEELANAU COUNTY

Date	By:
	COHL, STOKER & TOSKEY, P.C.
Date	By: David G. Stoker, President

N:\Client\Leelanau\Agreements\CST Legal Services\Legal Services Agr 2024(redlined).doc



#### MICHELLE L. CROCKER

Leelanau County Clerk Clerk of the Circuit Court

# Excerpt LEELANAU COUNTY BOARD OF COMMISSIONERS REGULAR SESSION – TUESDAY, MAY 17, 2011

Tentative minutes – meeting taped.

•••

Roll Call: District #1 – Jean I. Watkoski PRESENT

#2 – James A. Schaub, Sr. PRESENT #3 – Richard A. Schmuckal PRESENT #4 – Tom Van Pelt PRESENT #5 – David W. Shiflett PRESENT

#6 – David G. Marshall PRESENT

#7 – Melinda C. Lautner ABSENT (Prior notice)

..

# LEELANAU COUNTY BOARD OF COMMISSIONERS RESOLUTION #2011-003 Leelanau County Planning Commission Ordinance No. 2011-001

[ANNOTATED]

Effective May 17, 2011, as amended

**WHEREAS**, The People of The County of Leelanau did establish the Leelanau County Planning Commission Ordinance of January 13, 1970, created a County Zoning Commission by resolution of May 13, 1968, and then acted to combine the zoning and planning functions with the Leelanau County Planning Commission; and

**WHEREAS**, P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.* was adopted which requires various actions of creating planning commission be updated; and

**WHEREAS**, it is the desire of the Leelanau County Board of Commissioners to comply with the state statute, while at the same time minimizing change to the Leelanau County Planning Commission; and

**WHEREAS**, the current membership of the Leelanau County Planning Commission is found to have deviated from the original intent of the 1970 ordinance, and it is found conditions have changed as to the needs and best representation on the planning commission, and there is not time for a transition of membership over time,

**THEREFORE** to comply with the current statute and proposed ordinance, concurrent with adoption of the new Leelanau County Planning Commission Ordinance the following memberships are appointed, as follows to wit:

One seat for transportation, term expires December 2011, with *Bradford Krull* appointed to this position

One seat for business, term expires December 2011, with *Tom MacDonald* appointed to this position

One seat for economic development, term expires December 2011, with *Richard Kobetz* appointed to this position

One seat for education, term expires December 2011, with *Victor Goldschmidt* appointed to this position

One seat for finance, term expires December 2012, with *Charles Godbout* appointed to this position

One seat for recreation, term expires December 2012, with *Fred Cepela* appointed to this position

One seat for legal and real estate, term expires December 2012, with *Jay Johnson* appointed to this position

One seat for agriculture, term expires December 2013, with *Greg Julian* appointed to this position

One seat for tourism, term expires December 2013, with *Jessica Lukomski* appointed to this position

One seat for municipal government, term expires December 2013, with *Jerry Bergman* appointed to this position

One seat for a member of the Leelanau County Board of Commissioners, with a term of office concurrent with their term on the County Board, with [\_\_\_\_\_] appointed to this position and

NOW THEREFORE the existing Leelanau County Planning Commission Ordinance of January 13, 1970 is repealed and is replaced with the following ordinance to insure proper record of the action is created, NOW THEREFORE, THE PEOPLE OF COUNTY OF LEELANAU DO ORDAIN THAT SAID ORDINANCE SHALL READ AS FOLLOWS:

LEELANAU COUNTY PLANNING COMMISSION ORDINANCE
[Annotation: of May 17, 2011.]

AN ORDINANCE to create a Planning Commission for the County of Leelanau as authorized by P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act,

M.C.L. 125.3801 *et. seq.* for the purpose of having planning and zoning in the County of Leelanau, to create, organize, enumerate powers and duties, and to provide for the regulation and subdivision of land, coordinated and harmonious development of Leelanau County; and to function in cooperation with other constituted authorities of incorporated and unincorporated areas within the state where County of Leelanau exists.

#### THE PEOPLE OF THE COUNTY OF LEELANAU DO ORDAIN:

101. Creation: There shall be a Leelanau County Planning Commission pursuant to P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 et. seq., hereinafter referred to as the Commission with the powers and duties as therein set forth and as hereinafter provided and staffed by the Leelanau County Planning and Community Development Office. This ordinance shall be officially known and described as the "Leelanau County Planning Commission Ordinance."

#### 102. Membership:

- A. The Commission <u>shall</u> consist of eleven members appointed by the Leelanau County Board of Commissioners. To be qualified to be a member and remain a member of the Planning Commission, the individual shall meet the following qualifications:
  - 1. shall be a resident of Leelanau County
  - 2. shall be a registered voter within Leelanau County;
  - shall have an application on file with the Leelanau County Administrator's office
  - 4. after an individual's first appointment and before reappointment shall have attended training for Commission members, pursuant to section 104 of this ordinance; shall meet the conditions provided for each individual member in sections 102.B, 102.D, and 102.E of this Ordinance, except the geographical location of the individual's residency may be considered optional.
- B. Members shall be appointed for three-year terms. However when first appointed a number of members shall be appointed to one-year, two-year, or three-year terms such that, as nearly as possible, the terms of ½ of all commission members will expire each year. If a vacancy occurs, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment such that, as nearly as possible, the terms of ½ of all commission members continue to expire each year.
- C. The membership shall be appointed with the primary priority for each member to be representative of the important segments of the community, in accordance with the major interests as they exist in Leelanau County, as follows:

- 1. One seat to represent the interests of transportation, term expires December 2011, and then three year terms thereafter,
- 2. One seat to represent the interests of business, term expires December 2011, and then three year terms thereafter,
- 3. One seat to represent the interests of economic development, term expires December 2011, and then three year terms thereafter,
- 4. One seat to represent the interests of education, term expires December 2011, and then three year terms thereafter,
- 5. One seat to represent the interests of finance, term expires December 2012, and then three year terms thereafter,
- 6. One seat to represent the interests of recreation, term expires December 2012, and then three year terms thereafter,
- 7. One seat to represent the interests of legal and real estate, term expires December 2012, and then three year terms thereafter,
- 8. One seat to represent the interests of agriculture, term expires December 2013, and then three year terms hereafter,
- 9. One seat to represent the interests of tourism, term expires December 2013, and then three year terms thereafter,
- 10. One seat to represent the interests of municipal government, term expires December 2013, and then three year terms thereafter, and
- 11. One seat to represent the interests of a member of the Leelanau County Board of Commissioners, with a term of office concurrent with their term on the County Board,
- D. The representation of important interests may, to the extent possible, include individuals active with an organization(s) in the county which exists to promote and further the same respective interests. The membership shall also be representative of the entire geography of Leelanau County to the extent practicable, and only as a secondary consideration to the representation of the major interests.
- E. Ex officio members shall include a maximum of one member of the Board of Commissioners.

#### 103. Liaisons:

- A. The Commission, in its Bylaws, may name "liaisons" to the Commission.
  The purpose of liaisons is to provide certain Leelanau County and quasiLeelanau County officials' ability to participate in discussion with the
  Commission in addition to speaking in public participation, and nothing else.
  At a minimum liaisons shall include:
  - 1. Planning Department staff, and their agents and consultants.
  - 2. Leelanau County Administrator.
  - 3. Leelanau County Attorney.

#### 104. Training

A. Appointed members of the Commission shall attend educational programs designed for training members of Michigan planning commissions if the adopted Leelanau County budget for that fiscal year includes funds to pay for tuition, registration, and travel expenses for the training. Nothing in this paragraph shall deem a member who has not had training from finishing his term of office unless the member resigns or is removed by action of the Board of Commissioners. The member shall be ineligible for reappointment at the conclusion of the term of office if they did not attend training. The Commission shall include in its Bylaws what training programs qualify to meet this requirement.

#### 105. Members, Appointment and Terms:

- A. Appointments to the Commission shall be made by the Leelanau County Board in conformance with County Board Policy on standardizing appointments as may be adopted from time-to-time.
- B. In August of each year, the Leelanau County Administrator's Office shall determine which members' terms of office expire, shall determine what organizations may represent the interests of the particular seat on the Commission, and otherwise notify citizens by use of news releases to newspaper, radio, television; notice of vacancies during County Board meetings/recorded in minutes; notices sent to township and village governing bodies; and posted on the Leelanau Community Center website. Applications shall be received by the County Administrator's office by September 30, or later if no applications have been received by this date.
- C. In November of each year a standing Interview Sub-Committee of the County Board shall recommend candidates for appointment, pursuant to the County Board Policy on standardizing appointments.
- D. In December of each year the Board of Commissioners shall consider the applications and recommendations received, and appoint members to the Commission by a majority vote for a three year term of office which shall start on January 1 of the next month, and end December 31, at 9:00 a.m. of the respective year for that term of office. (Except the county commissioner ex officio member of the Commission shall serve concurrent with his elected office on the Leelanau County Board.)

#### 106. Removal from Office:

A. The Board of Commissioners may remove a member of the Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure to disclose a potential conflict of interest shall be considered malfeasance in office. Failure to repeatedly attend Commission meetings shall be considered nonfeasance in office. B. The secretary of the Planning Commission shall report any member who has missed three regular meetings in a row to the Board of Commissioners.

#### 107. Membership; Vacancies:

A. The Board of Commissioners shall fill any vacancy in the membership of the Commission for the unexpired terms in the same manner as the initial appointment.

#### 108. Membership; Transition:

A. The transition from the previous Leelanau County Planning Commission and the Commission established in this ordinance shall be immediate with eleven members appointed to newly established staggered terms concurrent with the adoption of this ordinance. The Board of Commissioners shall continue to make annual appointments, appointing approximately 1/3 of the membership of the Commission as specified in this Ordinance.

#### 109. Membership; Compensation:

A. All members of the Planning Commission shall serve as such with compensation equal to, or less than, the per diem of the Board of Commissioners per meeting plus mileage. Such compensation is contingent on annual funds approved by the Board of Commissioners.

#### 110. Meetings:

- A. The Commission shall meet at least once every month and six (6) members of the Commission shall constitute a quorum for the transaction of the ordinary business and all questions which shall arise at their meetings shall be determined by a vote of the majority of the members of the Planning Commission.
- B. The affirmative vote of eight members of the Commission, regardless if vacancies or absences exist or not, shall be necessary for the adoption, or recommendation for adoption, of any plan or amendment to a plan.

#### 111. Powers and Duties:

- A. The Commission shall have their powers and duties as set forth in P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et seq.*; and P.A. 110 of the Public Acts of 2006, as amended, being the Michigan Zoning Enabling Act, (M.C.L. 125.3101 *et seq.*).
- B. The Commission shall be designated as a metropolitan county planning commission, pursuant to section 37(1) of P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3837(1); and the Planning Commission shall serve as a coordinating agency for all planning committees or commissions that are now or may be within the County of Leelanau.

C. The Commission shall have authority to apply for and receive grants from any government agency or the federal government and to receive gifts.

#### 112. Staff:

- A. The planning director shall be a department head, and shall hire or dismiss other such staff within the budget provided for this purpose.
- B. The Commission is delegated the authority to manage and direct the planner for purposes of prioritization of projects, planning and zoning policy, planning, annual work plan, subdivision review, capital improvement program and reviews, other matters of business which come before or are assigned to the planning commission, and evaluation of performance in these areas.
- C. The management of the planner shall be under the general supervision and control of the Leelanau County Board, or its designee, for purposes of being the sole employer, including but not limited to payroll, benefits, department head administrative and managerial duties, budget, other nonplanning duties that may be assigned (e.g., EDC, Remonumentation, Recreation/Parks, Brownfield Board, etc.), compliance with Leelanau County employee policies and evaluation of performance in these areas.
- D. The management of the planner shall be under the general supervision and control of the Leelanau County Board of Commissioners. Only the County Board may hire or fire the county planner.
- E. The Leelanau County Board of Commissioners, and its designee, shall carry out its general supervision of the planner with full consultation with the Planning Commission which shall be afforded the opportunity to consult on any planning staff management decision.
- F. The appointment of the planning director and other such employees shall be subject to the same provisions of law, employment policies, employee roster, and employee or union contracts, if any, as govern other employees of Leelanau County.
- G. Employees that are assigned to work with the Commission shall follow the directives of the Commission in matters of planning and zoning public policy issues, but shall not be subject to Commission directives concerning employment provisions of law, employment policies, employee roster, and employee or union contracts, if any.

### 113. Meetings; Records:

- A. The Commission shall adopt Bylaws for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which records shall be a public record.
- 114. Approval, Ratification, and Reconfirmation.
  - All official actions taken by all Leelanau County Planning Commissions preceding the Commission created by this ordinance are hereby approved,

ratified and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue with the Commission created by this ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any previous Leelanau County Planning Commission. This Ordinance shall be in full force and effect from and after its adoption and publication.

State of Michigan County of Leelanau

I, Michelle L. Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office and of the whole thereof. In Testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 17th day of May 2011.



Michelle L. Crocker, Leelanau County Clerk



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### ARTICLE I BOARD MEETINGS – TIME AND PLACE

#### A. Regular, Executive Board of Commissioners and Adjourned Regular Meetings

The Board of Commissioners shall convene for the purpose of holding meetings in the Board of Commissioners Meeting Room, Leelanau County Government Center, 8527 E. Government Center Drive, Suttons Bay, Michigan, or such other place as provided by public notice, pursuant to the Open Meetings Act, 1976 PA 267, as amended, on the days listed below. The said meetings shall convene at the times indicated, except as otherwise provided in these rules.

- 1. **Organizational Meeting** first Tuesday of January at 9:00 a.m.
- 2. Executive Board of Commissioners Meeting second Tuesday of January at 9:30 a.m.
- 3. Regular Board Meeting third Tuesday of January at 7:00 p.m.
- 4. Executive Board of Commissioners Meeting second Tuesday of February at 9:30 a.m.
- 5. **Regular Board Meeting** third Tuesday of February at 7:00 p.m.
- 6. Executive Board of Commissioners Meeting second Tuesday of March at 9:30 a.m.
- 7. Regular Board of Commissioners Meeting third Tuesday of March at 7:00 p.m.
- 8. Executive Board of Commissioners Meeting second Tuesday of April at 9:30 a.m.
- 9. **Statutory Equalization Meeting Special Session,** (MCL 209.5) second Tuesday of April at 9:30 a.m.
- 10. Regular Board Meeting third Tuesday of April at 7:00 p.m.
- 11. Executive Board of Commissioners Meeting second Tuesday of May at 9:30 a.m.
- 12. **Regular Board Meeting** third Tuesday of May at 7:00 p.m.
- 13. Executive Board of Commissioners Meeting second Tuesday of June at 9:30 a.m.
- 14. Regular Board Meeting third Tuesday of June at 7:00 p.m.
- Executive Board of Commissioners Meeting second Tuesday of July at 9:30 a.m.
- 16. **Regular Board Meeting –** third Tuesday of July at 7:00 p.m.
- 17. Executive Board of Commissioners Meeting second Tuesday of August at 9:30 a.m.
- 18. Regular Board Meeting third Tuesday of August at 7:00 p.m.
- 19. Executive Board of Commissioners Meeting second Tuesday of September at 9:30 a.m.
- 20. **Regular Board Meeting** third Tuesday of September at 7:00 p.m.
- 21. Executive Board of Commissioners Meeting first Tuesday of October at 9:30 a.m.
- 22. Statutory Annual Meeting second Tuesday of October at 7:00 p.m.
- 23. Executive Board of Commissioners Meeting second Tuesday of November at 9:30 a.m.
- 24. **Regular Board Meeting** third Tuesday of November at 7:00 p.m.
- 25. Executive Board of Commissioners Meeting second Tuesday of December at 9:30 a.m.
- 26. Regular Board Meeting third Tuesday of December at 7:00 p.m.

Any other meetings not listed above shall be special meetings or adjourned sessions of regular scheduled meetings. Unless the Board provides otherwise, the motion to "adjourn" any meeting of this Board, whether Executive Board of Commissioners, Regular, or Special shall mean to adjourn to the next succeeding regular meeting on the list above.

#### B. **Special Meetings**

The Board shall convene for the purpose of holding special meetings only upon the written request of at least one third of the commissioners, to the county clerk, specifying the time, date, place and the purpose of such meeting. When a special meeting is called by written request, the county clerk shall immediately communicate the written request to each commissioner within 24 hours in one or more of the following ways:

- Via confirmed facsimile to the commissioner's residence;
- Via personal delivery of the notice to the commissioner;
- Leaving the notice at the home of the commissioner;
- Via confirmed telephone call to commissioner's residence; or
- Via confirmed email.

The clerk shall post a public notice at least eighteen (18) hours before the meeting, as required by the Open Meetings Act, 1976 PA 267, as amended.

#### C. Meetings on Legal Holidays

A Regular, Executive Board of Commissioners Meeting or adjourned meeting of the Board that falls on a legal holiday shall automatically be set over to the next working day following, that is not a legal holiday, at the same time and place indicated on the original meeting notice.

### ARTICLE II CHAIRPERSON

#### A. Election

At the first meeting in each odd numbered calendar year, the Board shall elect, from among its members, a Chairperson and in each calendar year a vice-chairperson, who shall take office and assume their respective duties immediately upon their election provided that the Constitutional Oath of Office had been administered previously by the appropriate officials. The concurrence of a majority of all members of the Board shall be necessary for election.

#### B. Duties

The chair (and during any absence of the chair, the vice-chairperson) shall preside at all meetings of the Board and shall decide all questions of order, subject to appeal to the Board. It is the responsibility of the Chairperson to appoint standing and special committees, with approval of the Board of Commissioners. The vice-chairperson shall hold office for one year, and the Chairperson shall hold office for two years or until their successors are duly elected and qualified.

#### C. Orientation Session

For the purpose of more fully informing the new members of the Board of Commissioners about the workings and procedure of Leelanau County government, the Chairperson of the Board may provide for an orientation session for the purpose of explaining the structure, functions and procedures of county government.

# ARTICLE III CLERK OF THE BOARD / OPEN MEETINGS ACT

#### A. Official Clerk and Duties

The duly elected clerk of Leelanau County shall be the clerk of the Board. In the clerk's absence, the duly appointed deputy clerk shall perform all duties pertaining to such office, as required by law.

#### B. Minutes

Proposed minutes of all County Board meetings shall be ready for public release no later than eight (8) working days following the meeting date pursuant to the requirements of the Open Meetings Act. Recordings of all Board meetings shall be retained until minutes are approved.

#### C. Open Meetings Act Posting

The clerk or deputy clerk shall perform all posting functions required by the Open Meetings Act, 1976 PA 267, as amended.

#### D. Prior Notice of Absence

Board members should notify the county clerk or the county administrator at the earliest available opportunity for any absences prior to the meeting. Notification of said absences will be documented in the meeting minutes.

## ARTICLE IV EXECUTIVE BOARD OF COMMISSIONERS MEETING

#### **Executive Board of Commissioners Meeting** (All Commissioners)

This meeting is comprised of all seven elected County Commissioners and shall meet as a whole as noted Under Article I-A. The primary objective of this meeting shall be to conduct extensive research and discussion on matters dealing with county issues and finances for presentation/recommendation at the Regular Board meeting, or Special Board meetings as needed. The Chairperson shall conduct the overall order of business so as to permit free and informal discussion of the agenda items presented.

- 1. Matters presented at the Executive Board of Commissioners meeting may or may not be recommended to the full Board, based on a majority vote of those elected.
- 2. The Commissioners shall make NO final decisions at the Executive Board of Commissioners meeting. This power is expressly reserved for the Board of Commissioners when meeting in a Regular Session or Special Session.
- 3. An item/issue at the Executive Board of Commissioners meeting that does not receive a majority vote for recommendation, may be added to the Regular Session agenda as a late addition, if a motion is made and seconded at said meeting and agreed to by a majority vote of the Board of Commissioners elected.
- 4. Any question at the Executive Board of Commissioners meeting that does not receive a majority vote of support for recommendation to the Regular Session or Special Session of the Board of Commissioners may be reconsidered at the same meeting or at any succeeding Executive Board of Commissioners meeting. A simple majority vote is needed to place the item on the Executive Board of Commissioners agenda if said topic previously failed to receive a majority vote for recommendation.
- 5. Discussion may take place on items on the Executive Board of Commissioners meeting agenda without a recommendation being made.
- 6. Recommendations will only be allowed to have one amendment to an amendment, which are germane to the original recommendation. All amendments must be in writing to the County Clerk or staff.
- 7. The Order of Precedence of Motions will be as outlined in Article VI, F, 2 a-h.
- 8. It is the goal of the Board of Commissioners to complete the Executive Board meeting within a five-hour period or less (9:00 a.m. to 2:00 p.m.). At the end of the five-hour period, a vote will be taken to determine if the meeting will be adjourned, recessed, or continued to the completion of the agenda.

### ARTICLE V COMMITTEES

#### A. Commissioner Appointment – Standing Committees

The Chairperson of the Board shall appoint, with the approval of a majority of the Board members, commissioners to their areas of responsibility under the designated standing committees and/or commissions. The commissioner so appointed shall be responsible for reporting back to the full Board of Commissioners. No commissioner shall be appointed to a committee and/or commission without their consent.

#### B. Select Committee

The Chairperson of the Board of Commissioners, with the approval of a majority of the Board members, shall establish select committees, as needed, to study a particular one-time issue, problem or requirement. Normally, the commissioner in whose district the issue exists shall be appointed unless there is a conflict. The chairperson for each select committee shall schedule meetings and locations to accomplish the task at hand. The select committee shall be dissolved at the completion of the issue.

#### C. Committee Procedures

The board member assigned to a committee may be authorized to request additional help to research, analyze, and make recommendations on specific matters before the Board of Commissioners. In addition, these procedures applicable to each committee, board or commission shall be followed:

- 1. Upon majority vote, recommendations and resolutions shall be developed and presented to the full Board.
- 2. Provisions will be made for separate committee minutes to be taken and provided to the Board of Commissioners and administrator's office for consideration.
- 3. Meeting schedules, except those set forth in these rules shall be at the discretion of the Chairperson of the respective board, commission or committee, subject to the posting requirements of the Open Meetings Act.
- 4. No scheduled committee meeting set forth by these rules shall be changed to another time or date unless all members are polled and a majority agree to the change.
- 5. All Committees are required to comply with the requirements of the Open Meetings Act.
- 6. All Committees including the Executive Board of Commissioners shall refer for final decisions on all matters to the Regular Board of Commissioners meeting as this power is expressly reserved for the Board of Commissioners.
- 7. Public meeting notices shall be posted and published in coordination with the county clerk as required by the Open Meeting Act, 1976 PA 267, as amended.

#### D. <u>Committee Meetings</u>

Meetings of the Executive Board of Commissioners, standing committee, or select committees may be convened by its Chairperson or a majority of its members upon reasonable notice of at least 24 hours to its members and the Board Chairperson provided said notice complies with the Open Meetings Act, 1976 PA 267, as amended. A quorum shall consist of a majority of the committee members. Each committee shall have a prepared agenda including all items to be considered prior to the committee meeting; however, late

items may be added with the concurrence of a majority of the quorum present. All committees shall keep minutes of their meetings as required by the Open Meetings Act, 1976 PA 267, as amended. Every committee shall provide an opportunity for the public to be heard. Members of the public may address the Executive Board of Commissioners and other committees for up to five (5) minutes per person or longer at the discretion of the chairperson, after they identify themselves and are recognized by the chairperson.

- 1. Committees should be given specific, well described tasks within their respective area at the direction of the whole board.
- 2. This should come as a motion from the board, example: "We authorize the building and grounds committee to research possible alternatives to the HVAC system, and make recommendations to the board"
- 3. Any recommendations from the committee must go to the executive meeting for deliberation, before action (or inaction) at the regular meeting.
- 4. Any committee meeting recommendation that will have an impact on another committees' current specific tasks as authorized by the whole board, will need to allow the other committee to meet and review prior to presenting to the executive board. Example: If the personnel committee has been given a specific task to review, and that task has financial implications, it would not need to be run by the finance committee unless it impacts a specific task already given to the finance committee., and vice versa.

# ARTICLE VI CONDUCT OF REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS

#### A. Chairperson

The Chairperson shall take the Chairperson's seat on the date and hour set forth for regular meetings or at the time and date of any other meetings as may be provided by these rules.

#### B. Quorum

A majority of the members of the Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the county.

#### C. Adoption of Measure

For the final passage or adoption of a measure or resolution, or the allowance of a claim against the county, a majority of the members elected and serving shall be necessary.

#### D. Order of Business – Agendas

#### 1. Executive Board Agenda

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Approval of Agenda and Late Additions or Deletions
- f) Communications, Proclamations, Presentations
- g) Public Comment (up to three [3] minutes per person, agenda-specific)
- h) Commissioner Comments
- i) Consent Agenda Items
- j) Action Items
- k) Review of Financials
- I) Special Reports by Staff, Commissioners and Affiliated Agencies
- m) Public Comment (up to five [5] minutes per person [General])
- n) Commissioner Comments
- o) Approval of Financials
- p) Adjournment

#### 2. Regular Session Agenda

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Approval of Board Minutes
- f) Approval of Agenda and Late Additions or Deletions
- g) Communications, Proclamations, Presentations
- h) Public Comment (up to three [3] minutes per person)
- i) Commissioner Comments
- j) Consent Agenda Items
- k) Action Items
- I) Review of Financials
- m) Committee Reports, Recommendations, and Resolutions
- n) Special Reports by Staff, Commissioners and Affiliated Agencies
- o) Public Comment (up to five [5] minutes per person [General])
- p) Commissioner Comments
- q) Approval of Financials
- r) Adjournment

#### 3. Special Session Agenda

- a) Call to Order
- b) Pledge of Allegiance
- c) Moment of Silence/Personal Prayer
- d) Roll Call
- e) Public Comment (up to three [3] minutes per person)
- f) Commissioner Comments
- g) Action Item(s)
- h) Public Comment (up to five [5] minutes per person)
- i) Commissioner Comments
- j) Adjournment

Members of the public may address the Board of Commissioners, Executive Board of Commissioners, and other committees for up to five (5) minutes per person or longer at the discretion of the Chairperson, after they identify themselves and are recognized by the Chairperson.

#### 4. Specific Agenda Priorities

All matters shall be placed upon the agenda within the applicable subcommittee section.

#### 5. Agenda Deadline

A Commissioner, an Elected Official, a Department Head or an Affiliated Agency wishing to meet with the Board, or have an item placed on the agenda for the Board, must notify the administrator's office six working days preceding the scheduled meeting date. However, an item may be added to the agenda at any meeting prior to the closing of the agenda and considered or referred to a committee if agreed to by a majority vote of the Board or committee to which the request was made. Further, the Chairperson shall not have the final decision on the agenda.

#### 6. Late Items

Late items shall be distributed to all commissioners no later than at the beginning of the Board meeting and shall be announced by title with appropriate agenda numbers, and may be considered if approved by majority vote of the Board. A five-minute recess shall be granted at the request of any commissioner prior to consideration of each late item. Late items shall only be considered if a majority of the Board votes to do so.

#### 7. Consent Agenda

Consent agenda items will be recommended by the County Administrator and approved by the Board Chairperson, prior to the distribution of the agenda. A consent agenda may be presented by the Board Chairperson at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Chairperson.

Typical consent agenda items are routine, procedural decisions, and decisions that are likely to be noncontroversial.

#### 8. Agenda Availability

An agenda for each meeting shall be sent at least 24 hours in advance to be received in a timely manner by each commissioner as well as being made available to the public and news media.

#### E. <u>Rights and Duties of Members (at Executive Board of Commissioner meetings, Regular</u> Board of Commissioner meetings and Special Sessions):

#### 1. Speaking Priorities -

 The sponsor of any properly moved and seconded motion, resolution, ordinance or report shall have the right to speak for five (5) minutes after the formal introduction and prior to any discussion on the floor.

- No commissioner shall speak a second time on a question until all others who wish to speak have had an opportunity to speak at least once.
- When two or more members address the Chairperson at the same time, the Chairperson shall designate the member who is to speak first; but in all other cases, the member who shall first address the Chairperson shall speak first but is limited to no more than five (5) minutes.
- Only members of the Board of Commissioners shall be given the right to speak during any Board meeting except:
  - a) A county staff person or elected official when information or report pertinent to their office is requested by a Board member.
  - b) Any member of the public, recognized by the Chairperson, not to exceed five (5) minutes per person.
- No member, while addressing the Board shall be interrupted except to be called to order; and thereupon, the member shall cease talking.
- 2. <u>Voting</u> Every commissioner shall vote on all questions unless excused by the Chairperson for substantial reason. The Chairperson shall also vote on all questions unless excused by the Board for a valid reason.
- 3. <u>Interruption/Leaving</u> No member shall interrupt a meeting for private discourse or leave a meeting prior to adjournment unless excused by the Chairperson. The clerk shall record the time and point in the proceedings at which a member enters or leaves a meeting.
- 4. <u>Order and Decorum</u> The Chairperson shall at all times preserve order and decorum pursuant to these rules.

#### F. Off-Site Participation in Commissioner Meetings by Commissioners

1. Currently, off-site participation is not allowed by the Michigan Open Meetings Act, except for members on military duty, and as a necessary disability accommodation under State or federal law. Provided the requirements of the Open Meetings Act are met, Commissioners unable to attend due to military duty shall be permitted to participate remotely in Commissioner committee and board meetings by Skype/Facetime/Polycom or similar remote access technology available to the County and member. Members requesting and are granted a disability accommodation by the County Board under State or federal disability laws may also attend Commissioner committee and board meetings by Skype/Facetime/Polycom or similar remote access

technology available to the County and member, provided the requirements of the Open Meetings Act are met. Members attending remotely under this subsection shall be permitted to participate in the discussion and votes of Commissioner committee and board meetings, shall be considered present, and counted toward a quorum.

- 2. If the Michigan Open Meetings Act is modified to permit remote meetings more broadly, Commissioners can participate remotely with advance notice of preferably 48 hours, Commissioners are allowed to participate in board meetings via Skype/Facetime/Polycom technology. Participation is contingent upon an on-site quorum of the Board of Commissioners, availability of equipment and requires that the Commission chambers be set up so that interaction among all Commissioners is possible.
  - a. Board members participating in the meeting by Skype/Polycom/Facetime or similar remote access technology available to the County and member shall be present at the beginning of the meeting and have the right to vote on any issue properly before the Board.
  - b. Off-site participation in meetings is limited to two meetings per year for each individual Commissioner, except for members attending remotely due to military duty or a disability accommodation.
  - c. These guidelines are subject to modification if the Open Meetings Act is revised.

#### G. Motions, Resolutions and Committee Reports

To provide an orderly flow of items before the Board (at all meetings – Executive Board of Commissioners, Regular Meeting and Special Session), agenda items shall be scheduled according to subject matter and committee interest. If the item needs to be considered by more than one committee, it will be scheduled during the Executive Board of Commissioners meeting or Regular Board meeting.

- 1. <u>No motion shall be debated or voted on unless seconded</u>. Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before it has been adopted.
- 2. <u>Order of Precedence of Motions</u> When a motion is seconded and before the Board, no other motion shall be received except the following:
  - a) **To adjourn** (end meeting now) *not* debatable.
  - b) To raise a question of privilege (welfare of individual/assembly) not debatable.
  - c) **To lay on the table** (set aside temporarily) *not* debatable.
  - d) To call for the previous question (stop debate) not debatable.
  - e) **To limit or extend limits of debate** (shorten or lengthen debate) *not* debatable.
  - f) **To postpone to a certain date** (put off to another time) debatable.

- g) To commit or refer or recommit to a committee (let a committee investigate) debatable.
- h) **To amend** (change a motion) debatable (See #5 Amendments below.) These motions shall have precedence in order named.
- Motion to Adjourn A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board or when a member has the floor.
- 4. Motion to Reconsider Applies to the Regular Meeting of the Board of Commissioners and Special Sessions only. A first motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3rds) of the members elected and serving, but in such an event, the moving member shall file written notice of their intention to move for a reconsideration in the office of the clerk at least one day before making such a motion.
- 5. <u>Amendments</u> No motion or proposition not germane to a subject under consideration shall be admitted under cover of an amendment. Commissioners shall give all amendments in writing to the clerk. The clerk shall read it back prior to a vote being taken on the subject. Only one (1) amendment to an amendment is allowed.
- 6. <u>Resolutions and Ordinances</u> Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board. All resolutions shall be presented to the Board in writing, and be included in the Executive Board Packet. This excludes all internal financial resolutions.
- 7. <u>Division of Question</u> Upon request by any member, any question may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such nature that, upon division, each of the resulting questions is a complete question permitting independent consideration and action. Such request for any member does not need a second or a vote of the Board in order for the question to be considered, provided that the other provisions of this section are met.

#### H. Appeal from Decision of Chairperson

When an appeal is taken from a decision of the Chairperson, the member taking the appeal shall be allowed to state their reason for doing so. The question shall be then immediately put in the following form, "Shall the ruling of the Chairperson be sustained?" The question shall be determined by a majority vote of the members present, except the vice-chairperson shall preside over such vote.

#### I. Public Meetings

All Board and committee meetings shall be open to the public as required by the Open Meetings Act, 1976 PA 267, as amended.

#### J. <u>Comments from the Floor</u>

Only members of the Leelanau County Board of Commissioners shall be given the floor to speak during any Board or Executive Board of Commissioners meeting, except:

- 1. Anyone who desires to speak under D.1. (g), D.1. (n) or E.1.(b) of this Article for the time allocated; and
- 2. County officials or personnel under E.1.(a); and
- 3. Any person with the consent of the Chairperson or majority of the Board.
- 4. For the Executive Board Session, public comment shall be limited to no more than three (3) minutes per individual for the first public comment *and limited to agenda specific issues*, and five (5) minutes per individual for the second public comment, any topic, and at times as stated in these rules except where extended by the Chairperson. For any other session, the agenda-specific rule does not apply.

### ARTICLE VII VOTING

#### A. Roll Call Votes

- 1. A roll call vote shall be taken on any question when called for by any member of the Board or as required by law. The Chairperson shall determine and announce the outcome of each vote.
- 2. The names of those who voted for or against the same shall be entered in by district in the minutes. Each member called upon may declare openly and without debate their assent or dissent to the question.

# ARTICLE VIII ADMINISTRATOR'S OFFICE

#### A. Responsibilities

1. The agenda for each Regular Board meeting, Executive Board of Commissioners meeting, select committee, and special meetings shall be prepared by the administrator's office, sent to all members of the Board of Commissioners for review

with final approval from the Chairperson, and then coordinated with the clerk in time for the required Public Notice to be posted.

- 2. Prior to each meeting, each commissioner, elected official or department head shall be provided the agenda to ensure that they are aware of the items that fall under their oversight or action responsibility.
- 3. Action agenda items shall be scheduled, including type of presentation, documents or in-person presentation to ensure continuity of category, and time consideration.
- 4. Individuals wishing to have an item considered by the Board and potentially placed on the agenda for the Executive Board of Commissioners or select Committee meetings must notify their respective Commissioner and the County Administrator at least six (6) working days before the announced or scheduled meeting date, unless waived by the Board.

## ARTICLE IX ADMINISTRATION

#### A. <u>Signing of Documents</u>

The Chairperson shall be the signatory of all contracts, bonds and other documents which requires the signature of the Board of Commissioners. In the event the Chairperson is unable to perform such functions, then the vice-chairperson shall act in the Chairperson's stead.

#### B. Notice of Board Action

When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the administrator in coordination with the clerk, shall promptly notify the person or agency making the request or demand of the Board's action thereon.

#### C. Minutes

A copy of the proposed minutes of each Board meeting shall be prepared and delivered to each member of the Board no later than eight (8) working days after the meeting in accordance with the Open Meetings Act, 1976 PA 267.

#### D. Resolutions

All resolutions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

#### E. Motions

All motions finally adopted by the Board shall be consecutively numbered by the county clerk in order of their adoption.

#### F. Robert's Rules of Order, Twelfth Edition

The Leelanau County Rules of Order and Procedure supersede Robert's Rules of Order. The rules of parliamentary practice set forth in Robert's Rules of Order, revised, shall govern the Board, providing they are not in conflict with the Board's rules or laws of the State of Michigan.

### ARTICLE X AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES

These rules may be amended, suspended, or rescinded only by a majority vote of all the commissioners. They shall remain in effect until rescinded, amended, or suspended.

Any amendment to these rules, properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.

### ARTICLE XI CONCLUSION

To the extent that any of the rules herein are contrary to statutory requirements, they shall be of no force and effect.